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DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CARSON TOWN CENTER

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DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CARSON TOWN CENTER

THIS DECLARATION is made as of this 6<sup>th</sup> day of Feb, 1995,  
by CARSON TOWN CENTER, INC., a California corporation ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in the City of Carson, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto (the "Property").

B. Declarant desires to develop the Property as a retail shopping center and to subject the Property to certain conditions, covenants and restrictions, upon and subject to which all the Property shall now and hereafter be held, improved and conveyed during the term of this Declaration, in order to establish a general plan for the improvement, development and maintenance of the Property.

C. Declarant has caused to be formed Carson Town Center Owners' Association, a California nonprofit mutual benefit corporation (the "Association") to act as the owners' association for the Property. The Association shall have such powers and duties as are set forth herein and in the Articles and the Bylaws of the Association.

NOW, THEREFORE, Declarant declares as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Declaration, the following terms shall have the following meanings:

1.1 "Agency" shall mean and refer to the Redevelopment Agency of the City of Carson.

1.2 "Architectural Committee" shall mean and refer to the Architectural Committee established pursuant to Article 6 of this Declaration.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended, modified or supplemented.

1.4 "Assessment" shall mean and refer to any or all of the Assessments hereinafter defined:

1.4.1 "Capital Improvements Assessment" shall mean and refer to a charge against each Lot representing a portion of the cost to the Association for the installation, construction, unexpected repair or replacement of any facilities or improvements on the Property which the Association is obligated or elects to install and maintain as provided herein, which cost has not been provided for by reserves established by Regular Assessments paid by the Members. Such Capital Improvements Assessments shall in no event include any cost relating to the initial development of the Property.

1.4.2 "Regular Assessment" shall mean and refer to a charge against each Lot representing a portion of the cost to the Association to perform its obligations as set forth herein, to establish and maintain reasonable reserves, and to procure required insurance policies and professional services.

1.4.3 "Special Assessment" shall mean and refer to a charge against a particular Lot, (a) as a fine or penalty levied by the Association for a violation of this Declaration or the Articles or Bylaws of the Association by the Owner of such Lot, (b) for costs incurred by the Association or Declarant for materials or services furnished to such Lot as a result of the Owner of such Lot failing to maintain any portion of its Lot in accordance with the provisions of this Declaration, (c) for costs incurred by the Association as a result of the negligence or willful misconduct of the Owner of such Lot, its employees, guests or invitees, (d) for costs incurred with respect to the Pylon Signs and Monument Signs, as provided in paragraph 9.1.2, (e) for costs incurred with respect to a construction monitor, as provided in paragraph 9.1.7, or (f) for costs incurred with respect to after hours lighting, as provided in paragraph 9.1.8.

1.5 "Association" shall mean and refer to Carson Town Center Owners' Association, a California nonprofit mutual benefit corporation, its successors and assigns.

1.6 "Board" shall mean and refer to the Board of Directors of the Association.

1.7 "Building Area" shall mean and refer to those areas shown on the Site Plan to be utilized for construction of buildings and structures by Declarant and other Owners and/or Occupants, as the same may be from time to time amended by Declarant as provided in paragraph 14.16.

1.8 "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended, modified or supplemented.

1.9 "City" shall mean and refer to the City of Carson, State of California.

1.10 "Common Area" shall mean and refer to all areas of the Property, other than the Building Area and any Exclusive Use Area designated as provided herein, intended for the non-exclusive use of Declarant, Owners, Occupants and Users in common, such as Parking Areas, driveways, areas of ingress and egress, sidewalk and other pedestrian ways, outdoor or patio eating areas, roadways, delivery areas, areas containing monument signs advertising the Property, truckways, ramps, open and enclosed courts and malls, landscaped and planted areas, exterior stairways, bus stops, retaining walls, restrooms not located within the premises of any Owner or Occupant, common corridors and interior pedestrian passageways not within the premises of any Owner or Occupant and portions of the Building Area that have been paved as Parking Areas pursuant to paragraphs 5.4 or 8.2 hereof. Any enlargement or revision of or addition to the Common Area as provided herein shall be included in the definition of Common Area for purposes of this Agreement.

1.11 "Declarant" shall mean and refer to Carson Town Center, Inc., a California corporation, its successors and assigns.

1.12 "Declaration" shall mean and refer to this Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions, and all amendments thereto.

1.13 "Exclusive Use Area" shall mean and refer to those portions of the Common Area which (a) are or may become for the exclusive use of the Owner or Occupant of the Lot on which they are located, including but not limited to loading areas, loading docks (including ramps related thereto), trash areas, service areas, areas for drive-through facilities, landscaping areas adjacent to buildings, outdoor seating areas and patio areas, and (b) are so designated on the Site Plan.

1.14 "Governing Documents" shall mean and refer to this Declaration, the Articles, the Bylaws, the Specific Plan, the Master Site Development Criteria and any other documents governing the operation of the Association, the use of the Lots, or the maintenance and repair of the Lots and the Improvements, as from time to time amended, modified or supplemented.

1.15 "Government Regulations" shall mean and refer to all present and future governmental laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments and other governmental requirements applicable to the Property, including, without limitation, the Final Remedial Action Plan for the former Golden Eagle Refining Site, Carson, California, dated July 6, 1994, prepared for Lasmo by The Earth Technology Corporation and approved by Kmart; the Consent Order Agreement (Docket No. HSA-89/90-009) entered into by Golden Eagle Refining Company, Inc. with the California Department of Health Services in March, 1990; Clean-Up and Abatement Order No. 93-061 issued by the California Regional Water Quality Control Board, Los Angeles Region, to Lasmo on September 29, 1993; the Operation and Maintenance Agreement dated July 6, 1995 entered into by Lasmo, Declarant and the Department of Toxic Substances Control; Division 7 of Title 14 of the California Code of Regulations, and Section 308 C of the Los Angeles County Uniform Building Code and

any other applicable orders, statutes, ordinances, laws or other governmental rules or regulations pertaining to the removal, containment or remediation of environmental contamination on the Property.

1.16 "Improvements" shall mean and refer to all structures and appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, garages, underground installations, irrigation and drainage devices or systems, fences, screening walls, retaining walls, parking areas, loading areas, poles, stairs, decks, light standards, signs, benches, walkways and Landscape Improvements.

1.17 "Kmart Parcel" shall mean and refer to the real property more particularly described in Exhibit "B" attached hereto, comprising a portion of the Property.

1.18 "Landscape Improvements" shall mean and refer to any plantings, ground cover, trees and shrubbery now or hereafter existing on the Property, together with any alterations, systems, and equipment installed in order to enable reasonable irrigation, lighting and maintenance of the plantings, ground cover, trees and shrubbery.

1.19 "Landscaped Setbacks" shall mean and refer to the areas depicted as such in Exhibit "C" attached hereto.

1.20 "Lot" shall mean and refer to each separate legal lot within the Property, but shall not include streets or alleys which have been dedicated to and accepted by any governmental agency having jurisdiction in the matter.

1.21 "Master Site Development Criteria" shall mean and refer to the Master Site Development Criteria for Carson Town Center dated March 24, 1995, adopted by Declarant pursuant to the Specific Plan, as the same may from time to time be amended, renewed or supplemented.

1.22 "Member" shall mean and refer to every Person or entity who is the Owner of any Lot.

1.23 "Monument Signs" shall mean and refer to the monument signage that may be constructed at the locations designated in Exhibit "C" attached hereto for "monument signage" or "entry signage", for the purpose of identifying the retail shopping center to be developed at the Property.

1.24 "Occupant" shall mean and refer to any person or persons from time to time entitled to the use and occupancy of any portion of the Building Area in the Property under this Agreement or any lease, license or concession agreement, or other instrument or arrangement under which the Occupant acquires its right to such use and occupancy.

1.25 "OPA" shall mean and refer to such Owner Participation Agreement or other similar agreement as may hereafter be entered into between Declarant and the City as an encumbrance against the Property (other than the Kmart Parcel).

1.26 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. In the event of the sale by an Owner of a Lot and a simultaneous leaseback of the Lot or portions thereof (a "sale/leaseback"), the seller/lessee under such sale/leaseback shall be deemed to be the "Owner" of such Lot for the purposes of this Declaration so long as it is designated in the lease as the "Owner" for the purposes of this Declaration, provided, however, that so long as Kmart Corporation, a Michigan corporation, is the lessee under a lease entered into as part of a sale/leaseback of the Kmart Parcel, it shall be deemed to be the "Owner" of the Kmart Parcel for purposes of this Declaration, and provided further that the lessee of a Lot under a ground lease having an initial term of twenty-five (25) years or longer shall be deemed to be an "Owner" of such Lot for the purposes of this Declaration so long as it is designated in the ground lease as the "Owner" for the purposes of this Declaration. If any Owner shall transfer, convey or ground lease its interest in any portion of a Lot in such a manner as to create multiple Owners of a Lot, then such multiple Owners shall designate one of their number to act on behalf of all such Owners in the performance of the provisions of this Declaration. Any such designation shall be in writing, duly executed and acknowledged by all multiple Owners of a Lot (including the Owner so designated), and recorded with the Office of the County Recorder of Los Angeles County. A copy of such designation shall be sent to each other Owner of a Lot or Lots. In the absence of any such written, recorded and mailed designation, the Owner of the largest interest in such Lot shall be the Owner empowered to act on behalf of and bind all such Owners in the performance of the provisions of this Declaration.

1.27 "Parking Areas" shall mean and refer to that portion of the Common Area used for parking of motor vehicles, including without limitation, incidental and interior roadways, walkways, curbs and landscaping within the areas used for such parking, together with all improvements which at any time are erected thereon, but excluding truckramps, loading and delivery areas located in the Common Area and excluding drive-thru lanes for improvements constructed on any Perimeter Pad. Any enlargement of or addition to the Parking Area shall be included in the definition of Parking Area for the purposes of this Agreement.

1.28 "Perimeter Pads" shall mean and refer to those portions of the Building Area designated Pads A, B, C, D, E and F on the Site Plan.

1.29 "Person" shall mean and refer to any individual, partnership, corporation, trust, estate or other legal entity.

1.30 "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

1.31 "Pylon Signs" shall mean and refer to the pylon or pole signage that may be constructed, at the locations designated for "pylon signage" or "pole signage" in Exhibit "C" attached hereto, for the purpose of identifying individual Owners and Occupants.

1.32 "Remediation Facilities" shall mean and refer to those certain facilities, equipment and installations now or hereafter located on the Property and adjacent real property pursuant to and for the purpose of implementing the requirements of the Government Regulations insofar as they pertain to the monitoring, reporting and remediation of contamination at the Property and adjacent real property, as such facilities, equipment and installations may be replaced, enlarged, remodeled or redesigned.

1.33 "Restrictions" shall mean and refer to the easements, covenants, conditions, restrictions, liens, charges, rules and regulations now or hereafter established or imposed by or pursuant to this Declaration.

1.34 "Site Plan" shall mean and refer to the plan for the development of the Property, a copy of which is attached hereto as Exhibit "D."

1.35 "Specific Plan" shall mean and refer to that certain Golden Eagle Center Specific Plan with respect to the Property, including without limitation all conditions to the approval thereof, adopted by the City on October 25, 1994, as the same may from time to time be amended, renewed or supplemented.

1.36 "Submittal" shall mean and refer to all plans, specifications, drawings, designs, models and other related materials and documents required to be submitted to the Architectural Committee established by this Declaration in connection with the construction or alteration of Improvements.

1.37 "Users" shall mean and refer to all persons granted permission to utilize the Common Area, including without limitation, Owners, Occupants, and their employees, agents, contractors service people, licensees, customers, invitees, lessees, sublessees, tenants and concessionaires.

## ARTICLE 2

### ESTABLISHMENT AND PURPOSE OF RESTRICTIONS

2.1 Establishment of Restrictions. Declarant hereby declares that the Property is now held and during the term of this Declaration shall hereafter be held, transferred, leased, subleased, assigned, maintained, and occupied subject to the Restrictions herein set forth, each and all of which is and are for the benefit of, shall inure to, and shall pass with the Property and each and every part or parcel thereof, and shall apply to and bind Declarant, the Owners, the Association and any lessee, sublessee or other Occupant or User of the Property or any portion thereof, and the heirs, assignees and successors in interest of Declarant, the Owners, the Association and any such lessee, sublessee, Occupant or User, in each case during the term of this Declaration.

2.2 Purpose of Restrictions. The purpose of these Restrictions is to insure proper development and use of the Property, to protect the Owner of each Lot



against such improper development and use of surrounding Lots as will depreciate the value of its Lot, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive Improvements at appropriate locations, to prevent haphazard and inharmonious Improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, to provide for proper and sufficient care and maintenance of the Property and the Improvements thereon, to insure proper compliance with the Government Regulations and the provisions of the Specific Plan and the Master Site Development Criteria, and in general to provide adequately for a high type and quality of improvement, use and maintenance of the Property in accordance with a general plan.

### ARTICLE 3

#### THE ASSOCIATION

3.1 Membership in Association. Every Owner shall be a Member of the Association. Except as is expressly provided in paragraph 1.25 with respect to a sale/leaseback or a long term ground lease, membership in the Association shall be appurtenant to, and may not be separated from, fee ownership of a Lot and such fee ownership shall be the sole qualification for membership. Except as is expressly provided in paragraph 1.25 with respect to a sale/leaseback or a long term ground lease, membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot to which such membership is appurtenant, and then only to the purchasers of such Lot, and upon the sale of a Lot, the seller's membership in the Association shall terminate as to such Lot. Persons who hold an interest merely as security for performance of an obligation are not fee owners of a Lot and thus do not qualify as Members of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Members in the Association, are not exclusive. Each Member shall also be subject to the terms and provisions of the Government Regulations and the Governing Documents.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

3.2.1 Class A. All Owners other than Declarant shall be Class A Members. Class A Members shall be entitled to the number of votes computed by multiplying the gross square footage of each Lot owned by such Class A Member times one (1) vote per gross square foot, rounded to the nearest whole number of votes. When more than one Person holds an interest in any Lot, the votes for such Lot shall be exercised as they among themselves determine but in no event shall more than the number of votes computed as set forth above be allocated to any Lot.

3.2.2 Class B. The Class B Member shall be Declarant. The Class B membership shall be converted to Class A membership on the date Declarant is no longer the Owner of any Lot.

This paragraph 3.2 may not be terminated, extended, modified or amended except upon the unanimous consent of all Members, and any such attempt shall be null and void and of no effect. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and the Bylaws. There shall be no fractional votes.

3.3 Approval of Members. Unless otherwise specifically provided herein, any provision of this Declaration or of the Bylaws which requires the approval of a specified majority of the voting power of the Members or the Owners shall be deemed satisfied by the following:

3.3.1 The vote of the specified percentage of the voting power of the Class A Members at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members. Such percentage must be no less than a majority vote of an authorized quorum; or

3.3.2 A writing or writings signed by the specified percentage of the voting power of the Class A Members; or

3.3.3 A combination of votes or written consents given in accordance with the Bylaws evidencing the approval of the specified percentage; and

3.3.4 The affirmative vote of the Class B Member.

3.4 Non-Liability of Board. In discharging its duties and responsibilities, the Board acts on behalf of and as the representative of the Association, which in turn acts on behalf of and as the representative of the Owners, and no member of the Board shall be individually or personally liable for performance or failure of performance of his or her duties and responsibilities unless he or she fails to act in good faith.

#### ARTICLE 4

##### GRANT OF RECIPROCAL EASEMENTS; USE OF COMMON AREA

4.1 Grant of Easements. Each Owner shall have a nonexclusive easement, appurtenant to and for the benefit of its Lot, for the uses and purposes set forth in paragraph 4.2 and for the purpose of effectuating any necessary repairs, maintenance and replacement of the Common Area, over, across, in, under and through the Common Area located on each other Lot. No Owner shall grant an easement or easements of the type set forth in paragraph 4.2 for the benefit of any property not within the Property without the prior written consent of each Owner, which consent may be granted or withheld in the sole discretion of such Owner; provided, however, that Declarant reserves the right to dedicate to public agencies or public utilities the easements described in paragraphs 4.2.3 and 4.4.

4.2 Common Area Use. The Common Area shall be used only for the following purposes related to the businesses and activities conducted at the Property:

4.2.1 Parking. Parking of motor vehicles of Users in Parking Areas.

4.2.2 Ingress and Egress. Ingress and egress by Users, and by motor vehicles of such Users, to and from any portion of the Common Area and the public streets adjacent to the Common Area.

4.2.3 Public and Private Utilities. Installation, maintenance and operation of public utilities and services for the Common Area or the Building Area, and of private water and sewer utilities substantially in the locations shown on Exhibit "E" attached hereto, together with and including, without limitation, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities, and all related facilities, all of which shall either be located below the surface of the Common Area (or the surface of any other above ground improvements located thereon) or shall be located in a manner which does not interfere with any other Common Area or Building Area use.

4.2.4 Pedestrian Traffic. Pedestrian traffic by Users between business establishments in the Building Areas and between the Building Area and the Common Area.

4.2.5 Comfort and Convenience. Comfort and convenience of Users by installation of minor convenience facilities, such as mailboxes, public telephones and benches, as each Owner may from time to time deem appropriate to construct or permit to be constructed on the Common Area located on its Lot; provided, however, that no such minor convenience facilities shall interfere with, restrict or impede other uses of the Common Area provided for herein.

4.2.6 Temporary Construction Activity. Construction, maintenance, repair, replacement, rearrangement and remodeling of the Building Area, the Parking Area, and landscaping, pedestrian walkways, public and private utilities and other improvements in the Common Area not substantially affecting or changing the Common Area except as permitted or required herein. Subject to all of the other terms of this Declaration, Common Area may be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein, provided that wherever feasible such access shall be across those portions of the Common Area located on undeveloped Lots. Common Area on any Lot may be utilized for temporary storage of materials and vehicles being utilized in connection with construction on such Lot. Each Owner, at its own cost and expense, shall fence off or cause to be fenced off any development, construction, repair, alteration or remodeling work performed on its Lot which has a material effect on the Common Area. Fencing shall be of a height and construction sufficient reasonably to protect existing facilities at the Property.

4.2.7 Service and Delivery Vehicles. Ingress, egress, and temporary parking of delivery and service vehicles traveling to and from the Building Area, or any portion thereof, and the public streets adjacent to the Property for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Owner or Occupant.

4.2.8 Doors and Exits. The opening onto the Common Area of doors and other exits of portions of the Building Area contiguous to the Common Area which open outward.

4.2.9 Foundations, Footings, Overhangs and Canopies. Installation, repair, replacement and maintenance of: (i) building foundations and footings; (ii) building canopies and canopy support columns; and (iii) pilasters and other building columns or pillars extending from any portion of the Building Area, over, onto, under and into the Common Area and any other Building Area; provided, however, that any building canopies or building overhangs on any building shall not in any event extend beyond the vertical plane of the outside edge of a sidewalk (and, in the case of the Perimeter Pads, beyond the vertical plane of the outside edge of drive-through lanes), in the Common Area located on the Property, adjoining the Building Area, and provided further that building foundations and footings shall not encroach more than three feet beyond the boundaries of the Building Area.

4.2.10 Encroachments. Each Lot is hereby declared to have an easement over all adjoining property (including Lots) for the purpose of accommodating minor, unintentional encroachments not exceeding six (6) inches inside the boundary of adjoining property due to original engineering or surveying errors, errors in original construction of Improvements, errors in reconstruction or repair of Improvements in accordance with plans and specifications approved by the Architectural Committee, or settlement or shifting or movement of an Improvement. In order to avoid surveying errors, prior to the construction of Improvements at or near the boundary of any Lot, the adjacent Owners may request from the Owner constructing such improvements a copy of any surveys made in anticipation of the construction of such Improvements. Notwithstanding the foregoing all buildings and structures constructed on any Lot must have separate foundations and exterior walls, and there shall be no common foundations or exterior walls or physical connection between such exterior walls, unless both affected Owners expressly agree otherwise in writing.

4.2.11 Signage. The construction, repair, maintenance and replacement of Monument Signs and Pylon Signs at the locations designated on Exhibit "C" attached hereto.

4.3 Performance and Discharge of Rights and Duties. The Declarant hereby reserves for itself, the Association, and their agents a non-exclusive easement for ingress and egress over the Property and each Lot during normal business hours for the purpose of permitting the Association, the Board, the Architectural Committee, the Declarant and their agents to discharge their rights and obligations as described in this

Declaration; provided, however, that prior to exercising such right for ingress and egress to the interior of any Improvement, except in case of emergency, twenty-four (24) hours' prior written notice shall be given and the Owner of the subject Lot shall have the right to be present during the entry into the interior of any such Improvement.

4.4 Utility Easements. Declarant hereby reserves, together with the right to grant and transfer the same, such rights of way and easements as may be necessary or convenient for the purpose of erecting, constructing, repairing, maintaining, replacing and operating utility services over, across, under and through the Landscaped Setbacks, including without limitation underground wires, pipes and conduits for lighting, power, television, telephone and other communication facilities, gas, water, storm sewers, sanitary sewers, and other utility lines. Declarant shall have the right to grant rights of way or easements within any Landscaped Setbacks to others to carry out the foregoing purposes. Upon the laying, repair, maintenance or replacement of any such lines, wires, pipes, conduits or sewers, the Property shall be restored by the Owner performing the construction to the same condition it was in prior to the performance of such work.

4.5 Remediation Easements. Declarant hereby reserves, together with the right to grant and transfer the same (including transfers to Persons who are not Owners, but who are responsible for complying with the Government Regulations), for itself and for the Association and its agents such rights of way and easements over the Property and each Lot as may be reasonably necessary for the purposes of performing its obligations under the Government Regulations and operating, maintaining, repairing and replacing the Remediation Facilities. Any work performed pursuant to the easements granted in this paragraph shall be subject to the provisions of paragraphs 4.9 and 4.10.

4.6 Use and Duration of Easements. Except as otherwise provided herein, the easements herein granted shall be perpetual, nonexclusive and appurtenant to the Lots. Resubdivision or transfer of all or any portion of the Lots shall not constitute an overburdening of the easements granted herein.

4.7 Rules for Use of Common Area. No merchandise may be stored on the Common Area. There shall be no distribution of flyers, circulars or advertisements in, on or from the Common Area. No business may be conducted or performed in or on the Common Area or merchandise sold therefrom except for up to three small children's amusement rides on any Lot that do not restrict or impede the use of the Common Area as provided herein in any material way and except for "sidewalk" sales conducted only on the sidewalks adjoining the buildings to be constructed in the Property. No more than four (4) such sales may be conducted in any calendar year on any Lot, no one of which exceeds seven (7) days in length, without the prior written approval of all the Owners, which approval shall not be unreasonably withheld.

4.8 Barriers and Traffic Control. Except as provided in paragraph 4.2.6, no walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Common Area of the Property, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and

movement, including without limitation, pedestrian and vehicular traffic, between the various Lots; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Property are not closed or blocked and the traffic circulation pattern of the Common Area as depicted on the Site Plan is not changed or affected in any material way, unless the prior written approval of the Owners is first obtained.

4.9 Construction and Installation. All construction, alteration or repair work, undertaken by Declarant or any Owner pursuant to any easement granted herein shall be accomplished in the most expeditious manner possible. The person undertaking such work (or causing it to be undertaken) shall take all necessary measures to minimize any damage, disruption or inconvenience caused by such work to the other Occupants or Users of the affected Common Area or Building Area, and make adequate provision for the safety and convenience of all Occupants and Users of the affected Common Area or Building Area. In connection with work of construction performed within Building Areas, incidental encroachment upon Common Area may occur as a result of the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued. The person undertaking such work (or causing it to be undertaken) shall repair, at its own cost and expense, any and all damage caused by such work and shall restore the affected portion of the Common Area or Building Area upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. Except for the original construction on each Lot and except in case of emergency, all such work (other than routine maintenance) shall be undertaken only after the Association has been given not less than ten (10) days' prior written notice of (i) the work to be undertaken, (ii) the scope and nature of the work, (iii) the estimated duration of the work, and (iv) the area in which the work is to be performed. Upon receipt of any such notice, the Association shall forward copies of the same to all of the Owners.

4.10 Indemnification. Each Owner shall indemnify and hold the other Owner(s) harmless against any and all loss, cost, damage, injury or expense (including without limitation, reasonable attorneys' fees) arising by reason of injury to or death of persons, damage to property or claims of lien for work or labor performed or materials or supplies furnished in connection with the use by the indemnifying Owner of the easements granted hereunder or the exercise by the indemnifying Owner of the rights granted to it herein. Without limiting the foregoing, each Owner shall indemnify each other Owner and any other party identified by the Government Regulations as being responsible for the monitoring, reporting or remediation of contamination at the Property and the adjacent real property, against any and all loss, cost, damage, injury or expense (including, without limitation, reasonable attorneys' fees) arising by reason of damage to the Remediation Facilities caused by the indemnifying Owner or its agents, employees or invitees.

## ARTICLE 5

### REGULATION OF IMPROVEMENTS

5.1 Building Areas. No buildings or structures shall be constructed or located upon any portion of the Property except within the Building Area. Such buildings and structures shall not exceed the gross square footage of total floor area and height limitations set forth in the Specific Plan and the Master Site Development Criteria, as the same may be amended from time to time. In addition, and without limiting the generality of the foregoing, no buildings or structures in excess of thirty five (35) feet in height shall be constructed on Perimeter Pads A and B, and no buildings or structures shall be constructed in the "no build" areas on Perimeter Pads A and B, as shown on the Site Plan.

5.2 Building Design, Construction and Maintenance. All Improvements to be constructed, altered, remodeled, repaired or reconstructed in the Property shall be designed and constructed in accordance with the provisions of this Declaration and the Specific Plan and the Master Site Development Criteria, so as to be architecturally harmonious and compatible with the other buildings and improvements from time to time located at the Property. All construction, alteration, and repair work shall be accomplished in an expeditious manner, in compliance with all Government Regulations and, except for initial construction and except in the case of an emergency, shall not take place during the time period between November 15 and January 1. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to any other Person or to the Lot on which the work is being done or any other Lot. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold all Owners harmless from all damages, losses, or claims, including reasonable attorneys fees, attributable to the performance of such work.

5.3 Parking Areas. There shall at all times be provided and maintained on each Lot at least the minimum number of automobile parking spaces required by the City's Community Development Director according to the procedures specified in the Specific Plan and the Master Site Development Criteria. The overall parking ratio for the Kmart Parcel, and for the balance of the Property exclusive of the Kmart Parcel, shall be at least five parking spaces for each 1,000 square feet of area of the buildings constructed thereon. If any Perimeter Pad is used for sit-down (as opposed to take-out) restaurant purposes, then there shall be maintained on each such Perimeter Pad at least ten parking spaces for each 1,000 square feet of area of the restaurant building constructed on such Perimeter Pad. There shall be no material change in parking layout or pattern of traffic flow within the Property from that depicted on the Site Plan without the prior written consent of all of the Owners and Declarant.

5.4 Restoration. In the event any Improvements are destroyed or damaged by fire or other cause, the Owner thereof, at its cost, shall either (i) promptly repair, restore or reconstruct the same, subject to the provisions of this Declaration and the Specific Plan and the Master Site Development Criteria, or (ii) promptly remove the debris and structural remains of the destroyed Improvements and then pave or landscape the affected area of its Lot so that it shall constitute an integral part of the Property usable as Common Area until such time as the Owner of said Lot shall reconstruct such buildings and improvements.

5.5 Sprinkler Systems. All buildings constructed at the Property shall be equipped with such automatic sprinkler systems as meet all requirements of the City and shall be constructed in a manner so that the buildings at the Property may be fire rated as separate and distinct units.

## ARTICLE 6

### ARCHITECTURAL CONTROL

6.1 Architectural Committee. There shall be an Architectural Committee consisting of three (3) persons to be appointed by the Board. Except as otherwise provided herein, the members of the Architectural Committee shall be subject to removal by the Board at any time, with or without cause. All vacancies on the Architectural Committee shall be filled by appointment by the Board. The Architectural Committee shall act by majority vote of its members, but a majority of the Architectural Committee may designate a representative to act for it. Notwithstanding the foregoing, at least one member of the Architectural Committee shall be selected by the Board from nominees proposed by the Owner of the Kmart Parcel.

6.2 Promulgation of Guidelines. The Architectural Committee may promulgate from time to time, guidelines setting forth the procedure for submission and approval of and the form and content of all Submittals for the erection, construction, installation or alteration of Improvements, including Landscape Improvements. The Architectural Committee may promulgate, from time to time, rules and regulations which shall assist Members in the processing of such Submittals. In promulgating and changing these rules and regulations, the Architectural Committee shall apply standards consistent with the Specific Plan, the Master Site Development Criteria, the Governing Documents and the purposes of this Declaration.

6.3 Plan Review. No Improvement, including Landscape Improvements, of any nature whatsoever (including, but not limited to, any alteration or addition to any Improvements and Landscape Improvements existing from time to time) shall be constructed, installed, assembled, maintained or permitted to remain on any Lot until the Submittals for such Improvement shall have been approved in writing by the Architectural Committee. All Submittals shall be prepared by an architect and/or engineer, licensed to practice in the State of California, and shall be submitted in writing



over the signature of the Owner or its authorized agent. Notwithstanding the foregoing, (i) the Architectural Committee shall not have jurisdiction to review non-structural features of the design of the interior of any building or structure that are not visible from the Common Area, and (ii) Kmart Corporation, for so long as it is the Owner of the Kmart Parcel, may (subject to the provisions of the Government Regulations and the Specific Plan and the Master Site Development Criteria) make changes to its exterior signage as necessary to conform to chain-wide standards adopted for Kmart "superstores," without having to obtain the approval of the Architectural Committee.

6.4 Approvals. The Architectural Committee shall base its approval or disapproval of any Submittal on its conformity to the guidelines promulgated pursuant to paragraph 6.2, the Specific Plan, the Master Site Development Criteria, the Government Regulations and the purpose and general plan and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any Submittal. If the Architectural Committee fails either to approve or to disapprove any Submittal within thirty (30) days after the same has been submitted to and received by the Architectural Committee, it shall be conclusively presumed that the Architectural Committee has approved the Submittal, provided that the Improvements discussed in the Submittal are in accord with the Specific Plan, the Master Site Development Criteria and the Government Regulations. Notwithstanding anything herein to the contrary, approval by the Architectural Committee is in addition to, and not in lieu of, any approval required of a governmental agency, including without limitation any governmental approval required under the Specific Plan.

6.5 Variances. Where circumstances, such as topography, location of Lot lines, location of trees, or other matters require, the Architectural Committee may allow reasonable variances from the Restrictions contained in this Declaration and under the jurisdiction of the Architectural Committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the provisions of the Governing Documents and the purpose of this Declaration.

6.6 Construction. Upon receipt of approval from the Architectural Committee, the Owner to whom the same is given shall, as soon as practicable, satisfy all conditions of such approval and diligently proceed with the commencement and completion of all approved construction and alterations. In all cases, work shall be substantially completed within thirty-six (36) months from the date of such approval. If there is a failure to comply with this paragraph, then the approval given shall be deemed revoked unless the Architectural Committee, upon request made prior to the expiration of said thirty-six (36) month period, extends the time for completing the work. Such extensions of time shall not be unreasonably withheld.

6.7 Certificates of Compliance. Upon completion of construction or installation of any Improvements, the Owner shall supply the Architectural Committee with a Notice of Completion from a duly licensed or registered architect certifying that the Improvements as constructed or installed are in compliance with the Submittals previously approved by the Architectural Committee. In the case of work involving Landscape

Improvements, a separate Notice of Completion pertaining to the Landscape Improvements shall be filed by a landscape architect. Unless the Architectural Committee determines within thirty (30) days that the Improvements are not in compliance with the previously approved Submittal, the Notice of Completion shall be deemed accepted by the Architectural Committee. Once a Notice of Completion has been accepted or deemed accepted by the Architectural Committee, within ten (10) days after receipt of a request from an Owner, the Architectural Committee shall issue to the requesting Owner a written certificate, executed and in recordable form, stating that such Notice of Completion has been approved. If the Architectural Committee determines that the Improvements are not in compliance with the previously approved Submittals, it shall notify the Owner in writing of such non-compliance within thirty (30) days after the receipt of the Notice of Completion. If the Architectural Committee determines that the Owner has not remedied the non-compliance within thirty (30) days from the date of the notice of non-compliance, then the Architectural Committee shall notify the Association of the non-compliance. The Association shall thereafter have the right to take such steps to remedy the non-compliance as the Board in its sole discretion deems reasonable and necessary.

6.8 Architectural Fee. The Architectural Committee shall charge and collect from each Owner proposing any Submittals, a reasonable fee in an amount sufficient to cover the cost of processing the Submittal, including the fees of any architect, engineer or other consultant engaged by the Architectural Committee to assist in the review of the Submittal. Such fee shall be collected from each Owner at the time the Submittals are presented for examination.

6.9 Waiver. The approval of the Architectural Committee of any Submittals for any work done or proposed, or for any other matter requiring the approval of said Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, specifications or other matters subsequently submitted for approval.

6.10 Nonliability for Decisions. Neither Declarant, the Association, the Architectural Committee nor the officers, directors or members thereof shall be liable to anyone submitting plans to them for approval or to any Owner, lessee, sublessee or tenant affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Approval or disapproval of any Submittal by the Architectural Committee shall not constitute a determination as to the structural integrity, adequacy or fitness of the Improvements contemplated by such submittal, and neither Declarant, the Association, the Architectural Committee, nor the officers, directors or the members thereof shall be liable to anyone submitting plans for approval or to any Owner, lessee, sublessee or tenant of land affected by this Declaration in the event the Improvements contemplated by such Submittal are inadequate or unfit. Every Person who submits plans to the Architectural Committee for approval agrees, by submission of such plans, and every Owner, lessee, sublessee or tenant of any of the Property agrees, by acquiring an interest therein, that he will not bring any action or suit against Declarant, the Association, the Architectural

Committee or any officers, directors or members thereof to recover any damages for any of the foregoing.

6.11 Disclosure and Waiver of Conflict of Interest. Declarant hereby discloses the following:

6.11.1 The members of the Architectural Committee may be affiliated with and employed by Declarant.

6.11.2 Should Declarant submit plans and specifications to the Architectural Committee, the members of the Architectural Committee appointed by the Board may be in a conflict of interest in rendering their decisions.

Neither Declarant, nor any member of the Architectural Committee, nor any officer or director thereof shall have any liability to any Owner, lessee or other Person by reason of decisions which may benefit Declarant rendered in good faith by the Architectural Committee or any member thereof while in a conflict of interest, and each Owner, lessee, sublessee and tenant hereby waives any claim of liability against Declarant, the Architectural Committee, and any officer, director or member thereof based on such conflict of interest. Nothing herein stated is intended to exculpate the Architectural Committee for acts undertaken in bad faith or in material violation of the Governing Documents.

6.12 Minutes of Proceedings. The Architectural Committee shall maintain written records of its proceedings which shall include its findings and reasons in support of its decisions. Such written records shall be kept at the office of the Association, and shall be available for inspection by the Members according to the same procedures applicable to the inspection of records of the Association as specified in the Bylaws.

## ARTICLE 7

### REGULATION OF LAND USE

7.1 Permitted and Prohibited Uses. Except as otherwise provided in this Agreement, the Property and any portion thereof shall be used, if at all, only for the construction, operation and maintenance thereon of retail mercantile businesses, financial institutions and business, professional, service and restaurant establishments common to family-type retail shopping centers, and for Common Area relating to and necessary to the operation of the foregoing. Except for the Kmart Parcel, for so long as a Kmart "superstore" (or a similar combination general merchandise and food retail store having a minimum of 40,000 square feet of building area devoted to food sales) is operated at the Kmart Parcel, no portion of the Property shall be used for the following purposes without the consent of Kmart Corporation:

7.1.1 Warehousing, industrial or manufacturing (except for the storage and/or manufacture of such goods as are required as a necessary incident to the conduct of a particular retail mercantile business);

7.1.2 General commercial offices (as distinguished from professional and other service-oriented office uses, such as dentists, insurance brokers, real estate brokers and other professional and service establishments common to family-type retail shopping centers, which are permitted uses so long as (a) the aggregate square footage thereof does not exceed 15,000 square feet of building area, and (b) they are located at least 400 feet from an entrance to the main building constructed on the Kmart Parcel);

7.1.3 A membership warehouse store that sells food products;

7.1.4 Entertainment or recreational uses, such as theaters, health clubs, skating rinks, amusement centers and the like, to the extent that such uses (a) occupy an aggregate of more than 75,000 square feet of building area at the Property, (b) occupy more than 60,000 square feet of building area for any individual user, or (c) are located within 700 feet of an entrance to the main building constructed on the Kmart Parcel. Any such entertainment or recreational use must have sufficient parking allocated to such use, determined by reference to standards then imposed by the City, and after allocating such parking to such use, both the parking ratio for the remaining parking and building area on the Property and the overall parking ratios for the Property must be maintained as required pursuant to paragraph 5.3 hereof;

7.1.5 A bar or tavern (except where operated as an adjunct to the operation of a sit-down restaurant the primary emphasis of which is the sale of food);

7.1.6 A supermarket or grocery store;

7.1.7 A bakery (provided that restaurants that sell baked goods for consumption on site or that sell baked goods for off-site consumption as an ancillary product line are permitted land uses);

7.1.8 A delicatessen the sales of which are derived predominantly from the sale of deli meats, cold cuts and salads for off-premises consumption (as opposed to, for example, a restaurant that sells deli sandwiches);

7.1.9 The sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption;

7.1.10 The sale of beer, wine or other alcoholic beverages for off-premises consumption;

7.1.11 A pharmacy or drug store requiring the services of a licensed pharmacist;

7.1.12 A promotional or discount footwear or retail shoe store whose principal product line is the sale of shoes. (Shoe stores selling predominantly name brand shoes, and sporting goods stores that sell athletic shoes as one of many product lines, are permitted land uses);

7.1.13 A pizza parlor;

7.1.14 An Italian restaurant, unless the same is (a) located more than 400 feet from an entrance to the main building constructed on the Kmart Parcel and (b) is a full service sit down restaurant and is not primarily engaged in the sale of pizza; and

7.1.15 A discount department store or general merchandise store (as distinguished from a membership warehouse, home improvement center, sporting goods store, electronics store, appliance store, automobile parts and supply store or other similar establishment, even though such stores may sell a diverse product line) in excess of 75,000 square feet in size.

Notwithstanding the foregoing, the sale of food items from an area not to exceed the lesser of five hundred (500) square feet of floor area, or 10% of the floor area of any storeroom is permitted so long as such sales are strictly incidental to the conduct of another business within such storeroom.

7.2 Nuisances. No Owner shall use or permit the use of its Lot, or any portion thereof, for (a) the conduct of any offensive, noisy or dangerous trade, business, manufacturing activity or occupation inconsistent or incompatible with typical commercial uses, (b) the maintenance of any nuisance or the conduct of any activity which violates public policy, (c) any activity which physically interferes with the business of any other Owner or Occupant of the Property, (d) adult or pornographic bookstores, (e) massage parlors, or (f) escort bureaus.

7.3 Commercial Vehicles. No trucks, trailers, commercial vans or other commercial vehicles or equipment shall be permitted to be parked upon any Lot except in connection with deliveries to Owners or Occupants in the ordinary course of business in loading zones designated by the Owner of the Lot and approved by Declarant. Declarant hereby approves use of the area to the rear of any buildings constructed in the Building Area, other than buildings constructed on the Perimeter Pads, for parking delivery vehicles so long as the free flow of traffic is not thereby impeded. This paragraph shall not be construed to prohibit the parking of passenger vans, campers, motorhomes or other recreational vehicles by customers of the Property.

7.4 Modification of Grades. No grade of a Lot may be changed if such new grade would substantially and adversely change or impact the drainage of such Lot or that of any other Lot(s).

## ARTICLE 8

### DUTIES OF THE OWNERS

8.1 Repair and Maintenance. Subject to the provisions of Article 9 and paragraph 8.4, the Owner of each Lot shall at all times cause the Improvements and Common Area on its Lot to be continually repaired and maintained in a safe, sightly and serviceable condition, consistent in manner and appearance with a first class shopping center and with the provisions of this Declaration, the Government Regulations, the Governing Documents and the rules and regulations, if any, of the Association. Subject to the provisions of Article 9, each Owner's obligation to maintain and operate shall include but not be limited to the following:

8.1.1 Maintaining the paved surfaces of the Parking Areas in a smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing, using surfacing material of a quality equal or superior to the original surfacing material.

8.1.2 Sweeping the Common Area to the extent necessary to keep the Common Area in a first-class clean and orderly condition.

8.1.3 Placing, keeping in repair and replacing any appropriate directional signs, markers and lines.

8.1.4 Operating, keeping in repair, cleaning, relamping, reballasting and replacing, when necessary, all signage.

8.1.5 Maintaining all landscaped areas (including automatic sprinkler systems or water lines) in the Common Area (exclusive of the Landscaped Setbacks), and making replacements of shrubs and other landscaping located thereon as necessary.

8.1.6 Maintaining and repairing any and all common storm drains, utility lines, sewers and other utility systems and services which are necessary for the operation of the Common Area.

8.1.7 Maintaining and repairing all lighting facilities, and lighting its Lot on a daily basis and during hours of operation which conform to the practice for shopping center operation in the general area of the Property or as otherwise required pursuant to paragraph 9.1.8.

8.1.8 Cleaning, maintaining and repairing all sidewalks.

8.1.9 Paying the real property taxes and assessments levied against the Common Area on its Lot before any penalty or late charge is payable with respect thereto.

8.1.10 Removing graffiti from the Improvements on its Lot, as required by the Specific Plan.

8.2 Maintenance of Vacant Areas. Until such time as Improvements are constructed on any Building Area or Common Area of any Lot, each Owner shall take or cause to be taken such measures as may be necessary to control weeds, blowing dirt and sand, and similar matters, with respect to the undeveloped Building Area and Common Area located on its Lot. On or before the expiration of one (1) year following the commencement of construction on any of the Lots, each Owner having unimproved Building Area or Common Area on its Lot shall at its expense either (i) fence off such area so as to prohibit access thereto and visibility thereof, or (ii) grade and landscape or hydroseed or pave such area so that such area shall be visually harmonious with the remainder of the Property.

8.3 Compliance with Law. The Owner of each Lot shall at all times comply, at its own expense, with the Government Regulations and all applicable governmental, health, fire and safety ordinances, regulations, requirements and directives.

8.4 Remediation Facilities. Declarant shall have the duty and obligation to operate, maintain, repair and replace the Remediation Facilities, provided that Declarant may delegate such duty and obligation to responsible parties designated by the Government Regulations. Neither Declarant nor such delagees shall be entitled to reimbursement by the Owners, whether by Assessments or otherwise, of the cost of such operation, maintenance, repair or replacement (except to the extent provided in paragraph 4.10).

8.5 Failure to Perform.

8.5.1 In the event an Owner (including Declarant) shall fail to perform its obligations under this Declaration, the Owners of the other Lots or any of them may send notice to the Owner who failed to perform setting forth the obligation which the Owner has failed to perform. In the event such obligation is not performed within thirty (30) days after receipt of such notice (unless the Owner shall have commenced to perform the same within such period and shall be diligently proceeding to perform the same), then the other Owners or any one of them upon ten (10) days prior written notice to the Owner who failed to perform, shall have the right to perform the same. An Owner shall not be deemed to have failed to perform its obligations hereunder for so long as such delay is prevented due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil

commotion, fire, unavoidable casualty or other causes beyond the control of the Owner provided that lack of funds shall not be deemed a cause beyond the control of the Owner.

8.5.2 In the event failure to perform any repair or maintenance causes an emergency, or performance of such repair or maintenance is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. If appropriate action is not timely taken by the Owner failing to perform, the other Owners or any of them shall be entitled immediately to perform such repair or maintenance.

8.5.3 In the event an Owner performs any of the obligations of an Owner who fails to perform as aforesaid, the Owner so performing, in addition to any other remedies it may have, shall be reimbursed by the defaulting Owner within thirty (30) days of presentation of the appropriate statement therefor, failing which, in addition to any other remedies it may have, the Owner so performing shall have a lien against real property and improvements of the defaulting Owner, enforceable in the manner provided in Article 10 hereof for liens securing the payment of Assessments, for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 15% per annum or the highest rate permitted by law, whichever is lower.

## ARTICLE 9

### DUTIES OF THE ASSOCIATION

9.1 Duties and Powers. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State (Section 7110 et seq. of the California Corporations Code), subject only to such limitations on the exercise of its powers as are established by law or set forth in the Governing Documents or this Declaration. Subject to the limitations set forth in this Declaration, the Governing Documents and the laws of the State of California as to actions which must be authorized or approved by the Members of the Association, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board. Without limiting the generality thereof, the Association shall:

9.1.1 Have the duty and obligation to maintain, repair and replace the Landscape Improvements installed by the Owners within the Landscaped Setbacks.

9.1.2 Have the duty and obligation to (i) maintain, repair and replace the Monument Signs and the Pylon Signs at the locations shown on Exhibit "C" attached hereto, (ii) levy Special Assessments to cover the cost of operating, maintaining, repairing and replacing the Pylon Signs against those Owners who have



signage (or whose Occupants have signage) on the Pylon Signs and (iii) levy Special Assessments to reimburse to the Owners who pay for the construction of the Monument Signs and the Pylon Signs a proportion of the construction cost. The Declarant, as the Class B Member (and the Board, after the Class B membership is converted to Class A membership), shall determine which Owners and Occupants shall be entitled to place signage inserts on the Pylon Signs. The size, configuration and design of the Monument Signs, the Pylon Signs, all building signage and all other signage at the Property shall be consistent with the Signage Criteria for the Property, a copy of which is attached hereto as Exhibit "F." For each Owner who has (or whose Occupants have) signage on the Pylon Signs, the Special Assessments levied by the Association with respect to the construction, operation, repair and replacement of the Pylon Signs shall be in the proportion that the area of each assessed Owner's signage insert(s) on the Pylon Signs bears to the area of all signage inserts then located on the Pylon Signs. The Special Assessments levied by the Association with respect to the construction of the Monument Signs shall be in the same proportion as Regular Assessments. The cost of operation, repair and replacement of the Monument Signs shall be paid via Regular Assessments. As Special Assessments relating to the cost of constructing the Pylon Signs and the Monument Signs are collected by the Association, the Association shall reimburse the Owners who either paid for the construction of the Pylon Signs and the Monument Signs, or who previously were assessed for a portion of the cost of such construction, so that the allocation of such costs described above is achieved.

9.1.3 Have the duty and obligation to establish and administer a transportation management association in conformance with the Specific Plan, and to coordinate (or consolidate) the administration of such transportation management association with the administration of the transportation management association to be established in conjunction with the development of the adjacent real property, as required by the Specific Plan.

9.1.4 Have the duty and obligation to pay taxes and charges assessed against the Association and to pay real and personal property taxes and other charges assessed against property owned or leased by the Association, if any.

9.1.5 Have the duty and obligation to select, appoint and remove the officers, agents and employees of the Association and prescribe such powers and duties for them as are not inconsistent with applicable law, the Articles, the Bylaws or this Declaration.

9.1.6 Have the duty and obligation to purchase, carry, and at all times maintain in full force, insurance covering such hazards and risks and in such amounts as is consistent with sound insurance practices for developments such as the Property. Such insurance to be obtained by the Association shall include, but need not be limited to: (i) Comprehensive public liability insurance, in such limits as the Board deems necessary; (ii) Workers' Compensation Insurance, to the extent required by law; and (iii) Association Directors' and Officers' liability insurance to the extent available at commercially reasonable rates. The insurance coverage shall be written in the name of,

and the proceeds thereof shall be payable to, the Association. Premiums for all insurance carried by the Association is an expense includable in the Regular Assessments made by the Association. Insurance maintained by the Association pursuant to this paragraph shall not be duplicative of insurance maintained by the Owners pursuant to Article XII, except to the extent required by prudent insurance practices.

9.1.7 Have the duty and obligation to engage a construction monitor in conformance with the Conditions of Approval in order to document compliance with the Specific Plan, to monitor all construction and construction-related activities on the Property, to maintain records and to file monthly reports. The cost of engaging such construction monitor, including without limitation salary, benefits and other similar costs, shall be paid via Special Assessments levied against the Owners who are (or whose Occupants are) from time to time engaged in construction activities at the Property, as allocated in good faith by the Declarant, as the Class B Member, or by the Board after the Class B Membership is converted to Class A Membership, based on the amount of time devoted by the construction monitor to the construction activity of a particular Owner, or on such other basis as is mutually agreed by such Owner and Declarant or the Board.

9.1.8 Have the duty and obligation to coordinate after-hours lighting of the Parking Areas on any Lot as reasonably necessary to accommodate safety considerations or extended hours of operation on any one or more Lots (it being acknowledged that 24 hours per day operations are contemplated on the Kmart Parcel), and to levy Special Assessments against the Owners utilizing such after-hours lighting in amounts reasonably determined by the Board in order to defray the extra costs (including operational costs and accelerated depreciation of equipment) of such after hours lighting over and above the cost of normally provided security lighting.

9.1.9 Have the duty and obligation to operate, repair and maintain any active system, such as an air sparging system (as opposed to a passive system, such as a concrete slurry wall) that may hereafter be installed, as part of the Remediation Facilities, to prevent the migration of methane gas from the closed municipal landfill formerly operated on real property adjacent to the Property onto or under the Property, and to allocate the cost of such operation, repair and maintenance between the Property and the adjacent approximately 33 acre parcel of real property presently owned by Declarant which is benefitted by such active system, based upon the relative land area of the Property and such adjacent real property.

9.1.10 Have the right to install additional Monument Signs and Pylon Signs at the locations shown on Exhibit "C" attached hereto as "optional" sign locations, and thereafter to operate, maintain, repair and replace the same and to levy Special Assessments with respect thereto, all as provided in paragraph 9.1.2.

9.1.11 Have the right, in accordance with its Articles and the Bylaws, to borrow money.

9.1.12 Have the right to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. The Association may contract with Declarant or its affiliates, so long as the compensation payable to Declarant or its affiliates does not exceed that which the Association would be required to pay to independent parties for comparable services.

9.1.13 Have the duty and obligation to establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

9.1.14 Have the right to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

9.1.15 Have the right to delegate powers to committees, officers and/or employees of the Association as expressly authorized by the Articles and Bylaws.

9.1.16 Have the right to adopt, amend, and repeal such rules and regulations as it deems reasonable to govern any matters in furtherance of the purposes of the Association, including, without limitation, the regulation of the Improvements and the use of the Lots; provided, however, (i) that the Association rules and regulations may not discriminate among Owners, and shall not be inconsistent with the Government Regulations or the Governing Documents, and (ii) so long as Kmart Corporation is the Owner of the Kmart Parcel, the Association may not adopt such rules and regulations without the prior written consent of Kmart Corporation, which consent shall not be unreasonably withheld, conditioned or delayed. Such rules and regulations may include the establishment of a system of fines and penalties enforceable as Special Assessments.

## ARTICLE 10

### COVENANT FOR ASSESSMENTS

10.1 Creation of Liens. Declarant, for each Lot owned, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, and (iii) Capital Improvements Assessments, such Assessments to be established and collected as provided herein. The Regular, Special and Capital Improvements Assessments, together with interest, costs, penalties and reasonable attorneys' fees, shall, subject to the provisions of paragraph 10.9, be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, penalties and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for

delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

10.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to provide funds for the Association to carry out its duties and obligations; provided, however, that the Assessments levied by the Association shall in no event be used to compensate any Architectural Committee member, architect or engineer providing any services in connection with the subject matter covered in Article 6 hereof, which compensation shall be paid pursuant to paragraph 6.8 hereof.

10.3 Regular Assessments. The amount of Regular Assessments for a fiscal year of the Association shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance costs and the future needs, including the accumulation of reserves for working capital and contingencies, of the Association. The Board shall fix the amount of the Regular Assessments for each fiscal year at least thirty (30) days in advance of such year, provided that the Board may increase or decrease the amount of the Regular Assessments on no more than two (2) occasions during any fiscal year by giving at least thirty (30) days' notice to the Members. Written notice of the Regular Assessments, together with reasonable support documentation showing the calculation thereof, shall be sent to every Owner subject thereto at least thirty (30) days prior to each fiscal year of the Association. The Regular Assessments shall be paid in monthly installments.

10.4 Special Assessments. Each Owner shall be liable to the Association by way of a Special Assessment for any damages to or costs incurred by the Association by reason of the negligence or willful misconduct of said Owner or of its tenants, employees, agents, guests or invitees, both minor and adult. Any damages or costs incurred by the Association, together with costs and attorneys' fees, shall be a debt of the Owner causing the same, and the Board may specifically assess, by way of Special Assessment, said Owner for the amount thereof to the extent that any such damage shall not be covered by a policy of insurance. The Board may also levy Special Assessments: (i) to reimburse the Association for steps taken pursuant to Article 13 of this Declaration, (ii) to reimburse the Association for steps taken by it to remedy any wrongful violation of this Declaration, and (iii) to cover costs associated with the Pylon Signs and the Monument Signs, the construction monitor and after hours lighting, as provided in paragraphs 9.1.2, 9.1.7 and 9.1.8. Written notice of the Special Assessments shall be accompanied by reasonable support documentation showing the calculation thereof.

10.5 Capital Improvements Assessments. In addition to the Regular and Special Assessments, the Association may levy in any calendar year, a Capital Improvements Assessment applicable to that year only. The Board shall fix the amount of all Capital Improvements Assessments at least sixty (60) days in advance of the date such Assessment shall become due. Notwithstanding the foregoing, Capital Improvements Assessments for the cost of new capital improvements (as opposed to the repair or replacement of existing capital improvements) having a cost in excess of \$50,000 per year, as adjusted annually from the date hereof to reflect changes in the Consumer Price Index,

All Urban Consumers, U.S. City Average, published by the U.S. Department of Labor, or any successor index, shall not be levied in any calendar year without the consent of the Owner of the Kmart Parcel.

10.6 Rate of Collection. Subject to the provisions of paragraph 9.1.9, the Regular and Capital Improvements Assessments may be combined and collected on a monthly basis and shall be prorated among all Lots based upon the gross square footage of each Lot compared to the gross square footage of all Lots in the Property. Except as is provided in paragraphs 9.1.3 and 9.1.7, (i) Assessments shall not include any profit or overhead component, and (ii) Assessment levied against the Kmart Parcel shall not include property management fees in excess of the lesser of \$5,000 per annum (as adjusted for inflation) or five percent (5.0%) of the Regular Assessments, and (iii) unless approved by the Owner of the Kmart Parcel, Assessments levied against the Kmart Parcel shall not include the cost of providing security services for the Common Areas (and absent such approval security services for the Common Areas located on the Kmart Parcel shall not be supplied by the Association).

10.7 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Lots on the date fixed by the Board in a notice given to all Members not less than thirty (30) days prior to such date. Except for Assessments relating to the cost of insurance and maintenance of Landscape Improvements in the Landscaped Setbacks, no Regular Assessments shall be levied against the Kmart Parcel prior to the date on which the building to be constructed on the Kmart Parcel is open for business.

10.8 Certificate of Payment. The Association shall, upon demand, furnish to any Owner, its lender or a prospective purchaser of its Lot, a certificate in writing signed by an officer of the Association, setting forth whether the Regular and Special and Capital Improvements Assessments on that Owner's Lot have been paid, the amount of the delinquency, if any, and whether the Owner or its Lot is otherwise in violation of any other provision of this Declaration. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

10.9 Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from Assessments.

10.10 Waiver of Use. No Member may exempt itself by any means whatsoever from personal liability for Assessments duly levied by the Association, nor release the Lot owned by it from the liens and charges thereof, by abandonment of its Lot or otherwise.

## ARTICLE 11

### NONPAYMENT OF ASSESSMENTS

11.1 Delinquency. Any Assessment which is not paid when due shall be delinquent. If any Assessment is not paid within fifteen (15) days after the delinquency date, it shall bear interest from the date of delinquency at the maximum rate permitted by law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon compliance with the notice provisions set forth in paragraph 11.2 hereof, foreclose the lien against the Lot by judicial action or by exercise of the power of sale granted in paragraph 11.3 hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest and reasonable attorneys' fees, together with the costs of the action.

11.2 Notice of Lien. No action shall be brought to foreclose an Assessment lien or to proceed under the power of sale herein provided until thirty (30) days from the date (i) a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and (ii) a copy thereof is recorded by the Association in the Office of the Los Angeles County Recorder. Said notice of claim must recite a good and sufficient legal description of any such Lot, the Owner or reputed Owner thereof, the amount claimed, including interest, reasonable attorneys' fees and expenses of collection incurred in connection with the debt secured by said lien, and the name and address of the claimant. Notwithstanding the foregoing, recordation of a notice of claim of lien shall not be required in the event the Los Angeles County Recorder refuses to record the same.

11.3 Foreclosure Sale. The Association may foreclose Assessment liens by non-judicial foreclosure under a power of sale, which is hereby granted. Any non-judicial foreclosure sale shall be conducted in accordance with provisions of the Civil Code of the State of California, as it may hereafter be modified or amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the right to bid on the Lot at foreclosure sale, and to acquire and hold, mortgage and convey the same.

11.4 Curing of Default. Upon the timely payment or other satisfaction of (i) all delinquent Assessments specified in the notice of claim of lien, (ii) all other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded, and (iii) interest, attorneys' fees and other costs of collection pursuant to this Declaration which have accrued, officers of the Association or any other Persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice.

11.5 Cumulative Remedies. The lien and the rights to foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as provided above.

11.6 Subordination of Assessment Liens. If any Lot subject to any monetary lien created by any provision hereof shall be subject to the lien of a bona fide deed of trust or mortgage, the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust or mortgage. The foreclosure of the lien of such a deed of trust or mortgage or the acceptance of a deed in lieu of foreclosure of such deed of trust or mortgage, shall not operate to affect or impair the lien hereof, except that the foreclosure purchaser or deed-in-lieu grantee shall take title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

## ARTICLE 12

### INSURANCE

12.1 Casualty Insurance. The Owners agree that commencing with the start of construction on their respective Lots, each Owner will keep, or cause to be kept, all Improvements on its Lot insured against loss or damage by fire, windstorm, hail, explosions, damage from aircraft and vehicles and smoke damage and such other risks as are from time to time included in "extended coverage" endorsements in the State of California in amounts sufficient to restore the same to or replace them with Improvements of comparable size and of at least the quality thereof as originally designed. The insurance referred to in this paragraph 12.1 may be carried under a plan of self-insurance by any Owner having a tangible net worth of at least One Hundred Million Dollars (\$100,000,000), as adjusted annually from the date hereof to reflect changes in the Consumer Price Index, All Urban Consumers, U.S. City Average, published by the U.S. Department of Labor, or any successor index.

12.2 Liability Insurance. From and after the date of this Agreement, each Owner will maintain in effect at all times comprehensive liability insurance on the Common Area on its Lot to be maintained in the amount of (i) at least \$2,000,000 with respect to bodily injury or death to any one person, (ii) at least \$5,000,000 with respect to bodily injury or death arising out of any one accident, and (iii) at least \$2,000,000 with respect to property damage arising out of any one occurrence, provided however, so long as an Owner's net worth is in excess of \$100,000,000, as adjusted annually from the date hereof to reflect changes in the Consumer Price Index, All Urban Consumers, U.S. City Average, published by the U.S. Department of Labor, or any successor index, said Owner may self-insure against the risks which would otherwise be covered by the insurance required under this paragraph 12.2. The foregoing limits of liability may be increased from time to time by Declarant (or, following the conversion of the Class B membership to Class A membership, by the Board) to reflect generally prevailing market conditions.

12.3 Waiver of Subrogation. Each Owner of a Lot in the Property, for itself, and, to the extent it is legally possible for it to do so, on behalf of its fire and

extended coverage insurer or on its own behalf to the extent it is acting as a self-insurer as permitted hereunder, hereby releases the other Owner(s) and their respective tenants and occupants from any liability for (i) any loss or damage to the property of each Owner and its respective tenants and occupants located upon or in the Property, (ii) any loss or damage to buildings or other improvements in the Property or the contents thereof, and/or (iii) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is of the type generally covered by standard fire and extended coverage insurance in the State of California. Each Owner shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Owners and their respective Occupants a waiver of any right of subrogation which the fire and extended coverage insurer of such Owner may acquire against the other Owners and their respective Occupants by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance, and shall have no effect to the extent that it diminishes, reduces, or impairs the liability of any insurer or the scope of any coverage under any policy applicable to any portion of the Property or any Improvements. The Owners intend by this provision to restrict themselves to recovery against insurance policies and carriers to the extent of insurance required to be maintained hereunder, without right of subrogation which would have the result of reimposing exposure back upon an Owner intended to be protected by such insurance.

## ARTICLE 13

### ENFORCEMENT

13.1 Abatement and Suit. Violation or breach of any Restriction, covenant, easement or reservation now or hereafter imposed by this Declaration which is not cured within thirty (30) days after written notice shall give to the Association, Declarant and each Owner that is not then in breach of this Declaration, the right to enter upon the Lot on which said violation or breach exists and to summarily remedy, abate or remove, at the expense of the Owner thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and/or to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate any such Restriction, easement or reservation, to enjoin or prevent them from so violating, to cause said violation to be remedied and/or to recover damages for said violation.

13.2 Deemed to Constitute a Nuisance. The result of every action or omission whereby any Restriction, easement or reservation herein contained is violated in whole or in part, except for variances from such Restriction, easement or reservation properly approved by the Architectural Committee or the Association and the Agency, is hereby declared to be and to constitute a nuisance, and every remedy allowed at law or equity against every such result may be exercised by the Association, Declarant or any Owner that is not then in breach of this Declaration.



13.3 Suspension of Voting Rights. The Association shall have the right to suspend the voting rights of a Member for any period during which any Assessment against its Lot remains unpaid and delinquent, provided that any suspension of such voting rights shall be made only by the Association, or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws.

13.4 Attorney's Fees. In the event of an action to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party as part of the judgment reasonable attorneys' fees and costs of such suit.

13.5 Inspection Rights. The Association, Declarant or authorized representatives of either, may from time to time, at any reasonable hour, enter upon and inspect any Lot or any portion thereof or the exterior of any Improvements thereon, to ascertain compliance with this Declaration, but without obligation to do so or liability therefor. At least twenty-four (24) hours' advance notice of such entry shall be given, except in the case of emergency.

13.6 Failure to Enforce Not a Waiver of Rights. The failure of Declarant or the Association to enforce any Restriction, easement, covenant or reservation now or hereafter imposed by this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other Restriction, easement, covenant or reservation.

## ARTICLE 14

### MISCELLANEOUS PROVISIONS

14.1 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, easement, reservation, and covenant now or hereafter imposed by this Declaration, whether or not any reference to this Declaration or such Restriction, easement, reservation, or covenant is contained in the instrument by which such Person acquired an interest in said Property.

14.2 Mutuality, Reciprocity, Runs with Land. All Restrictions, easements, reservations and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every portion and Lot of the Property; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations among the respective Owners of all Lots and privity of contract and estate among all Owners and Occupants said Lots, their heirs, successors and assigns; and shall, as to the Owner of each Lot, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots.

14.3 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

14.4 Conflict Provisions. In the case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control.

14.5 Choice of Law. This Declaration shall be construed and enforced in accordance with the laws of the State of California.

14.6 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended and shall not be construed to create any third party beneficiary rights in favor of any person who is not a party hereto unless expressly otherwise provided.

14.7 Termination and Amendment. Subject to the provisions of Section 14.16, this Declaration may be cancelled, changed, modified, or amended in whole or in part only by written and recorded instrument executed by all of the record Owners. The provisions of this Declaration shall apply for a period of twenty-five (25) years from the date of recordation. However, unless during the year preceding the twenty-fifth (25th) anniversary of the recordation hereof there shall be recorded in the Official Records of Los Angeles County an instrument directing the termination of this Declaration, signed by Owners owning not less than seventy-five percent (75%) of the gross building square footage of the Property, this Declaration, as in effect immediately prior to such 25th anniversary of the recordation hereof, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless, within the final year of any such ten (10) year period, this Declaration is terminated as set forth above. Notwithstanding the foregoing, no termination shall be deemed to extinguish, cancel or terminate easements for utility purposes or pedestrian or vehicle access with respect to improvements in place hereunder as of the date of such termination.

14.8 Approvals. Unless otherwise herein provided, whenever approval is required of any Owners, such approval shall not be unreasonably withheld. Unless provision is made for a specific time period, if an Owner shall fail to either approve or disapprove within a thirty (30) day period, such Owner shall be deemed to have given its approval. If an Owner shall disapprove, the reasons therefor shall be stated with specificity.

14.9 Condemnation. Notwithstanding anything contained herein to the contrary, any amounts received as a result of an eminent domain proceeding or a sale or

transfer in lieu of or under threat of condemnation shall be the sole property of the Owner(s) whose Property is so taken or transferred.

14.10 Excusable Delays. Whenever performance is required of any Owner hereunder, that Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of such Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused; provided, however, that the maximum length of such extension shall in no event exceed twelve (12) months for any one cause.

14.11 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

14.12 Time. Time is of the essence of this Declaration and each and every provision hereof.

14.13 Sale By Any Owner. Upon the sale or transfer by any Owner, or any successor in interest, of its entire right, title and interest in its Lot, that Owner shall be released from the obligations of this Agreement as to the Lot so conveyed, provided that the Owner shall not be in default in the performance of any provision of this Declaration and all amounts which may then be due and owing under this Declaration shall have been paid by that Owner as required under this Declaration.

14.14 No Dedication to Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Declaration is for the exclusive benefit of all Owners of any portion of the Property and their successors, assigns, mortgagees, Occupants and Users, and that nothing in this Declaration, express or implied, shall confer upon any person, other than such Owners, and their successors, assigns, mortgagees, Occupants and Users, any rights or remedies under or by reason of this Declaration. The Owners of all Lots comprising the Property shall have the right from time to time to close all or any portion of the Property to such extent as may be necessary to prevent a dedication thereof to the public or the accrual of any rights in any person, not expressly granted rights hereunder.

14.15 Trademarks and Service Marks. Declarant expressly recognizes that a service mark and trademark "Kmart" is the valid and exclusive property of Kmart Corporation and Declarant agrees that it shall not either during the term of this Declaration or thereafter directly or indirectly contest the validity of said trademark "Kmart" or any of Kmart corporation's registrations pertaining thereto in the United States or elsewhere,


nor adopt or use said mark or any term, word, mark or designation which is in any respect similar to the mark of Kmart Corporation. Declarant further agrees that it will not at any time do or cause to be done any act or thing directly or indirectly, contesting or in any way impairing or intending to impair any part of Kmart Corporation's right, title or interest in the aforesaid mark, and Declarant shall not in any manner represent that it has ownership or interest in the aforesaid mark or registration therefor, and specifically acknowledges that any use thereof shall not create in Declarant any right, title or interest in the aforesaid mark.

14.16 Annexation. Declarant may at any time or from time to time within five years after the date of this Declaration, by instrument recorded in the Official Records of Los Angeles County, California, add additional contiguous improved or unimproved land along the easterly boundary of the Property (beginning at a point 200 feet south of the southerly boundary of the Kmart Parcel) to the Property which is encumbered by this Declaration, and/or delete improved or unimproved land along the easterly boundary of the Property (beginning at a point 200 feet south of the southerly boundary of the Kmart Parcel) from the Property which is encumbered by this Declaration, and in connection therewith revise the Site Plan; provided, however, that (i) the easterly boundary of the Property may not be moved more than 200 feet easterly or 200 feet westerly in connection with any such addition or deletion of land, (ii) the parking ratios required pursuant to paragraph 5.3 are maintained as to each new parcel thereby created, (iii) the westerly limit of the Building Area shall not be moved in a westerly direction, (iv) truck ingress and egress to the east of the Building Area shall be maintained in a manner and design reasonably satisfactory to the Owner of the Kmart Parcel, (v) the limitations on gross building area imposed by the Specific Plan are not exceeded, and (vi) any relocation of utilities required thereby would be accomplished at Declarant's expense and without interruption of utility service. The covenants contained in this Declaration shall cease to apply to any land so deleted, and shall apply to the added land in the same manner as if it were originally covered by this Declaration. The rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect the original Property, and the rights, privileges, duties and liabilities of the Owners, Occupants and Users of parcels within the added land shall be the same as in the case of the original Property. At least forty-five (45) days prior to recording the instrument accomplishing such addition or deletion, Declarant shall provide to the Owner of the Kmart Parcel notice of its intent to add or delete land as herein provided, which

notice shall be accompanied by a site plan and such additional information as clearly demonstrates that such addition or deletion satisfies all of the requirements of this paragraph 14.16.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first written above.

CARSON TOWN CENTER, INC., a California corporation

By:   
Russell M. Bayliss, Vice President

## NO 5193

DATE \_\_\_\_\_

NAME, TITLE OF OFFICER - E.G., \*JANE DOE, NOTARY PUBLIC\*

RUSSELL M. RAYLISS

NAME(S) OF SIGNER(S)

ersonally known to me - OR - ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☒ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

**□ LIMITED**

☐ GENERAL

☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A TO DECLARATION OF RECIPROCAL  
EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CARSON TOWN CENTER

Legal Description of Property

PARCEL 1

BEING A PORTION OF LOTS 22, 23, 24, 25, 26 AND 33 OF TRACT NO. 6378 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 68 PAGE 1-2 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THE LAND REFERRED TO AS PARCEL 1, BEING DESCRIBED IN WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 25 OF SAID TRACT NO. 6378; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 25, 129.23 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING, ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF TORRANCE BOULEVARD (80 FEET WIDE) AS ESTABLISHED BY THAT CERTAIN DEED RECORDED SEPTEMBER 4, 1974 AS INSTRUMENT NO. 2866 IN BOOK D6403, PAGE 707 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; SAID POINT BEING THE EASTERLY LINE OF LOT 24B PER LOT LINE ADJUSTMENT RECORDED AS INSTRUMENT NO. 95- OFFICIAL RECORDS OF SAID COUNTY BEING THE TRUE POINT OF BEGINNING; THENCE

1ST: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 881.45 FEET; THENCE

2ND: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 55.79 FEET; THENCE

3RD: NORTH 49 DEGREES 13 MINUTES 18 SECONDS WEST A  
DISTANCE OF 61.85 FEET; THENCE

4TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 312.21 FEET; THENCE

5TH: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 40.67 FEET; THENCE

6TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 493.33 FEET; THENCE

- 7TH: NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST  
DISTANCE OF 142.54 FEET; THENCE
- 8TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 145.81 FEET TO A POINT ON A 1450.00  
FOOT NON-TANGENT CURVE, CONCAVE TO THE EAST, A RADIAL  
TO SAID BEGINNING BEARS NORTH 84 DEGREE 27 MINUTES  
42 SECONDS WEST; SAID POINT BEING LOCATED ON THE EASTERLY  
RIGHT OF WAY LINE OF FIGUEROA STREET (100 FEET WIDE) AS  
ESTABLISHED BY THAT CERTAIN DEED RECORDED AUGUST 9, 1935  
IN BOOK 13459 PAGE 359, OFFICIAL RECORDS IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY; THENCE
- 9TH: NORTHERLY, ALONG SAID CURVE; THROUGH A CENTRAL ANGLE OF  
06 DEGREES 20 MINUTES 20 SECONDS AN ARC DISTANCE OF 160.42  
FEET ; THENCE
- 10TH: NORTH 11 DEGREES 52 MINUTES 38 SECONDS EAST A  
DISTANCE OF 231.94 FEET; THENCE
- 11TH: SOUTH 74 DEGREES 19 MINUTES 45 SECONDS EAST A  
DISTANCE OF 71.65 FEET; THENCE
- 12TH: NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 446.01 FEET; THENCE
- 13TH: NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 51.78 FEET; TO THE SOUTHERLY LINE OF TORRANCE  
BOULEVARD (80 FEET WIDE) AS ESTABLISHED BY THAT CERTAIN  
DEED RECORDED SEPTEMBER 4, 1994 AS INSTRUMENT NO. 2866  
IN BOOK D6403, PAGE 707 OF OFFICIAL RECORDS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY; THENCE
- 14TH: NORTH 89 DEGREES 26 MINUTES 00 SECONDS EAST A  
DISTANCE OF 597.63 FEET TO THE TRUE POINT OF BEGINNING.



EXHIBIT A TO DECLARATION OF RECIPROCAL  
EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CARSON TOWN CENTER

Legal Description of Property

PARCEL 2

BEING A PORTION OF LOTS 26-33 INCLUSIVE OF TRACT NO. 6738. IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 68 PAGES 1 AND 2 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 29, THENCE;

- 1ST: NORTH 89 DEGREES 51 MINUTES 42 SECONDS WEST A  
DISTANCE OF 940.13 FEET; TO THE EASTERLY RIGHT  
OF WAY LINE OF FIGUEROA STREET AS ESTABLISHED  
IN INSTRUMENT NO. 1338 BOOK D742 PAGE 790 O.R.
- 2ND: NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST A  
DISTANCE OF 950.78 FEET TO THE BEGINNING OF A 1450.00  
FOOT TANGENT CURVE, CONCAVE TO THE EAST; THENCE
- 3RD: NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL  
ANGLE OF 06 DEGREES 05 MINUTES 52 SECONDS AN ARC  
DISTANCE OF 154.32 FEET; THENCE
- 4TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 145.81 FEET; THENCE
- 5TH: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 142.54 FEET; THENCE
- 6TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 493.33 FEET; THENCE
- 7TH: NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 40.67 FEET; THENCE
- 8TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 312.21 FEET; THENCE
- 9TH: SOUTH 49 DEGREES 13 MINUTES 18 SECONDS EAST A  
DISTANCE OF 61.85 FEET; THENCE
- 10TH: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 964.97 FEET; THENCE

11TH: NORTH 89 DEGREES 51 MINUTES 42 SECONDS WEST A  
DISTANCE OF 55.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.93 AC.

U06034UB.SAM  
1LLA.LST ALPHA  
6/22/95

EXHIBIT B TO DECLARATION OF RECIPROCAL  
EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CARSON TOWN CENTER

Legal Description of the Kmart Parcel

PARCEL 1

BEING A PORTION OF LOTS 22, 23, 24, 25, 26 AND 33 OF TRACT NO. 6378 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 68 PAGE 1-2 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THE LAND REFERRED TO AS PARCEL 1, BEING DESCRIBED IN WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 25 OF SAID TRACT NO. 6378; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 25, 129.23 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING, ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF TORRANCE BOULEVARD (80 FEET WIDE) AS ESTABLISHED BY THAT CERTAIN DEED RECORDED SEPTEMBER 4, 1974 AS INSTRUMENT NO. 2866 IN BOOK D6403, PAGE 707 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; SAID POINT BEING THE EASTERLY LINE OF LOT 24B PER LOT LINE ADJUSTMENT RECORDED AS INSTRUMENT NO. 95- OFFICIAL RECORDS OF SAID COUNTY BEING THE TRUE POINT OF BEGINNING; THENCE

1ST: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 881.45 FEET; THENCE

2ND: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 55.79 FEET; THENCE

3RD: NORTH 49 DEGREES 13 MINUTES 18 SECONDS WEST A  
DISTANCE OF 61.85 FEET; THENCE

4TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 312.21 FEET; THENCE

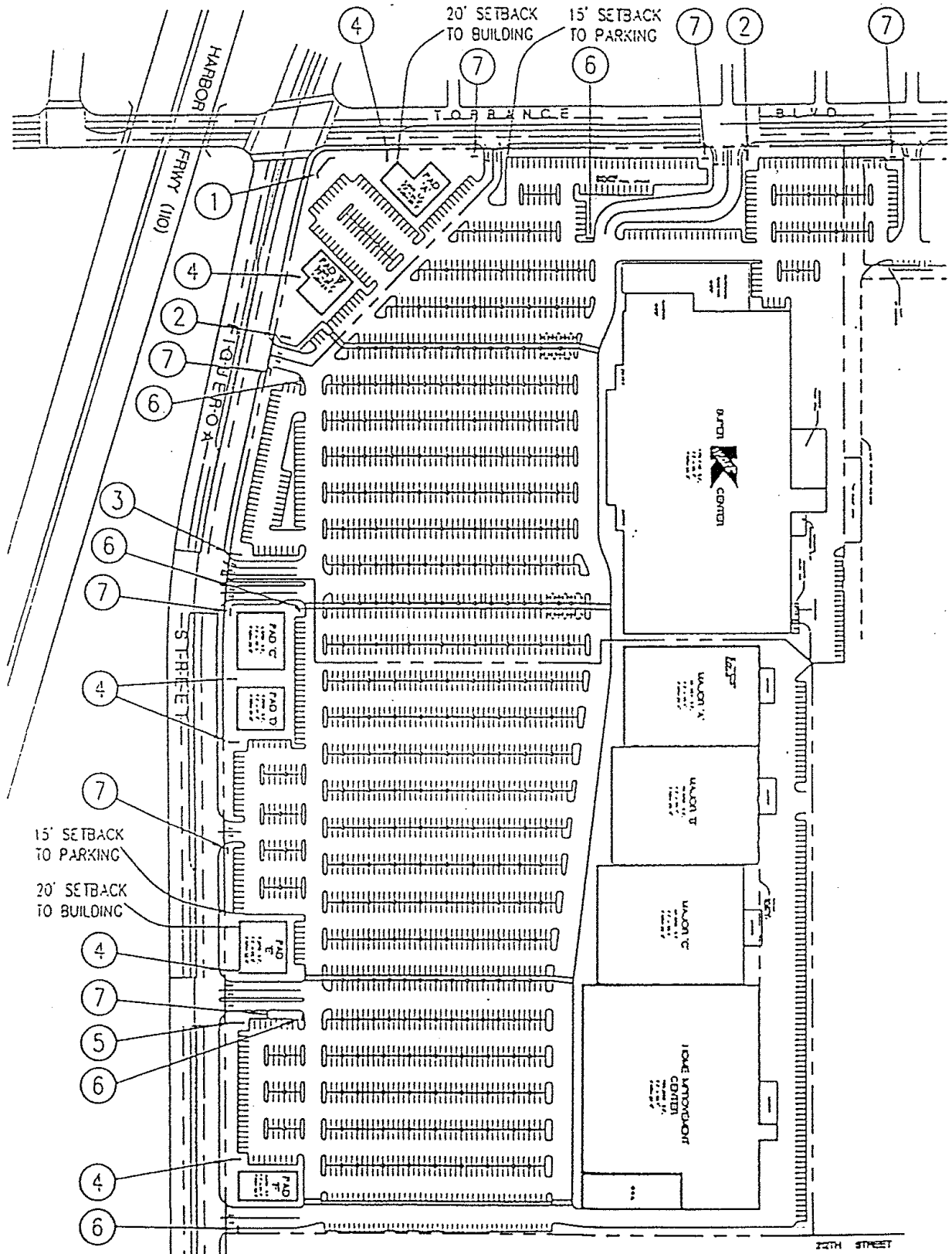
5TH: SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 40.67 FEET; THENCE

6TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 493.33 FEET; THENCE

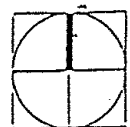
- 7TH: NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST  
DISTANCE OF 142.54 FEET; THENCE
- 8TH: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A  
DISTANCE OF 145.81 FEET TO A POINT ON A 1450.00  
FOOT NON-TANGENT CURVE, CONCAVE TO THE EAST, A RADIAL  
TO SAID BEGINNING BEARS NORTH 84 DEGREE 27 MINUTES  
42 SECONDS WEST; SAID POINT BEING LOCATED ON THE EASTERLY  
RIGHT OF WAY LINE OF FIGUEROA STREET (100 FEET WIDE) AS  
ESTABLISHED BY THAT CERTAIN DEED RECORDED AUGUST 9, 1935  
IN BOOK 13459 PAGE 359, OFFICIAL RECORDS IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY; THENCE
- 9TH: NORTHERLY, ALONG SAID CURVE; THROUGH A CENTRAL ANGLE OF  
06 DEGREES 20 MINUTES 20 SECONDS AN ARC DISTANCE OF 160.42  
FEET ; THENCE
- 10TH: NORTH 11 DEGREES 52 MINUTES 38 SECONDS EAST A  
DISTANCE OF 231.94 FEET; THENCE
- 11TH: SOUTH 74 DEGREES 19 MINUTES 45 SECONDS EAST A  
DISTANCE OF 71.65 FEET; THENCE
- 12TH: NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 446.01 FEET; THENCE
- 13TH: NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A  
DISTANCE OF 51.78 FEET; TO THE SOUTHERLY LINE OF TORRANCE  
BOULEVARD (80 FEET WIDE) AS ESTABLISHED BY THAT CERTAIN  
DEED RECORDED SEPTEMBER 4, 1994 AS INSTRUMENT NO. 2866  
IN BOOK D6403, PAGE 707 OF OFFICIAL RECORDS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY; THENCE
- 14TH: NORTH 89 DEGREES 26 MINUTES 00 SECONDS EAST A  
DISTANCE OF 597.63 FEET TO THE TRUE POINT OF BEGINNING.

# EXHIBIT 'C'

## LANDSCAPE SETBACKS AND SIGNAGE

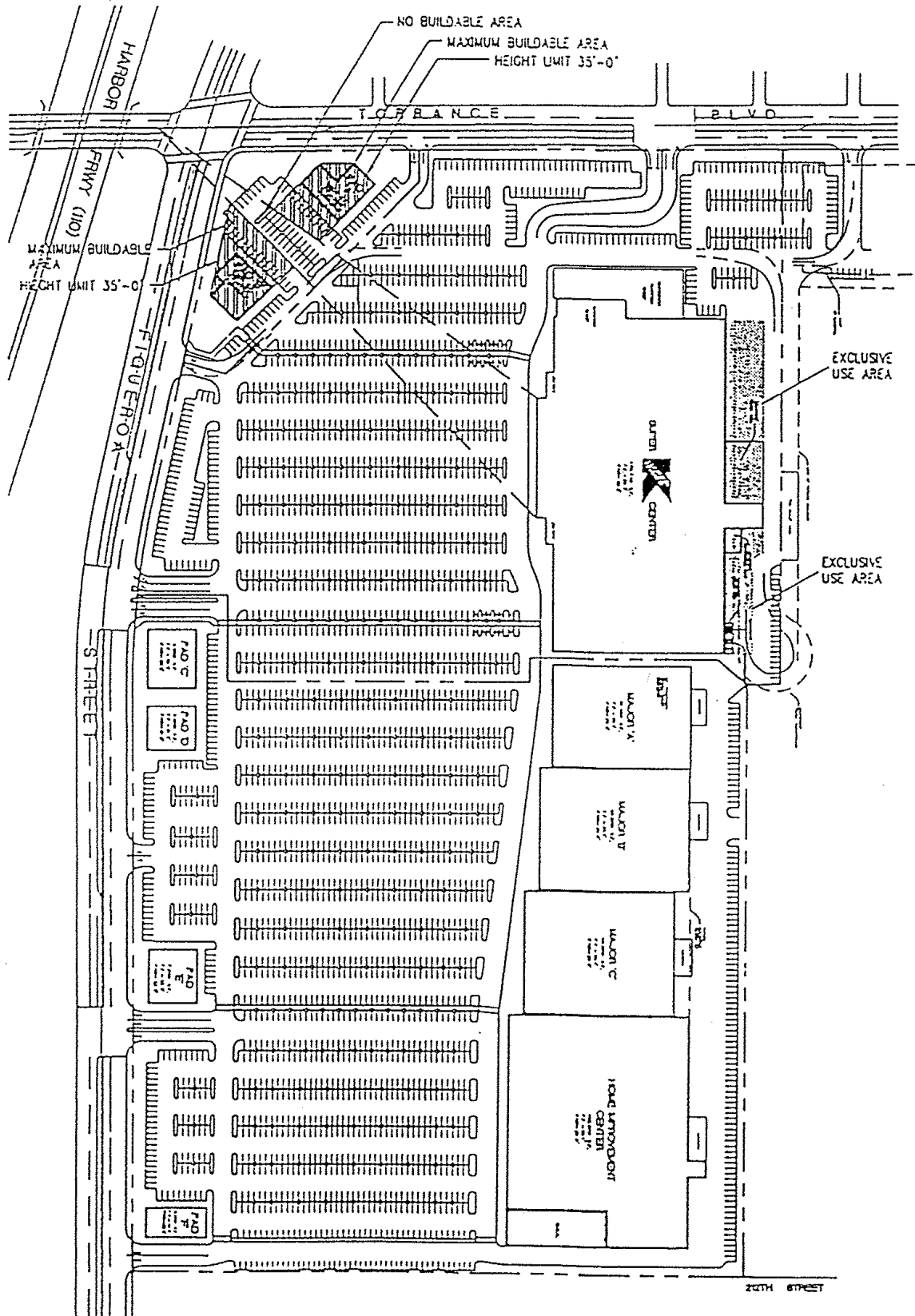


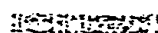

- |                                     |                              |
|-------------------------------------|------------------------------|
| ① INITIAL CENTER I.D. MONUMENT SIGN | ⑤ FUTURE PYLON SIGN          |
| ② INITIAL PYLON SIGNS (2)           | ⑥ VEHICULAR DIRECTIONAL SIGN |
| ③ INITIAL MONUMENT SIGN             | ⑦ PARKING CODE ENTRY SIGN    |
| ④ FUTURE MONUMENT SIGN              |                              |

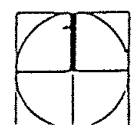


SCALE: 1" = 200'

# EXHIBIT 'D' SITE PLAN

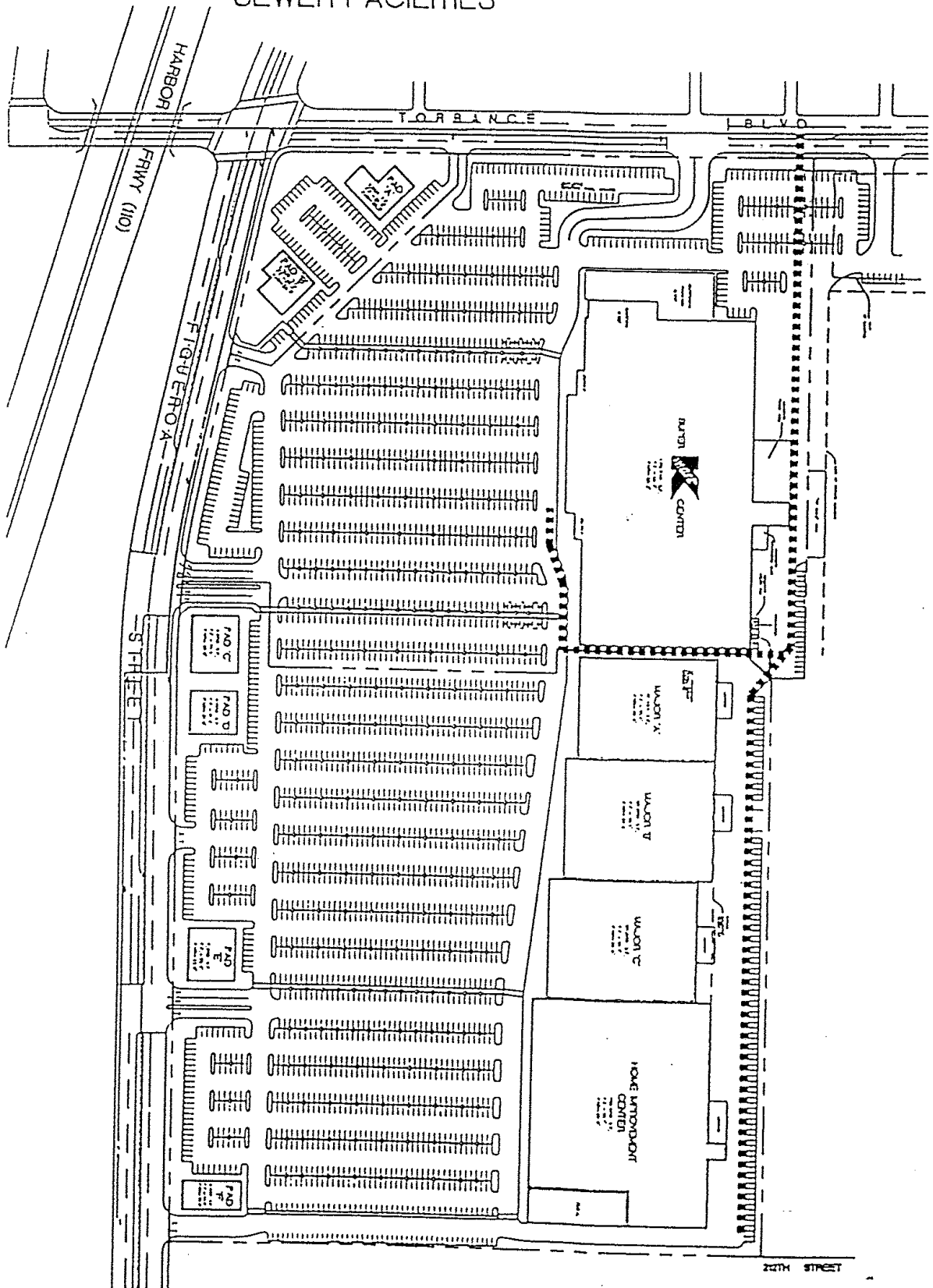


-  EXCLUSIVE USE AREA
-  MAXIMUM BUILDABLE AREA PERIMETER LOTS A AND B

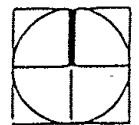


SCALE: 1" = 200'

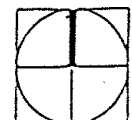
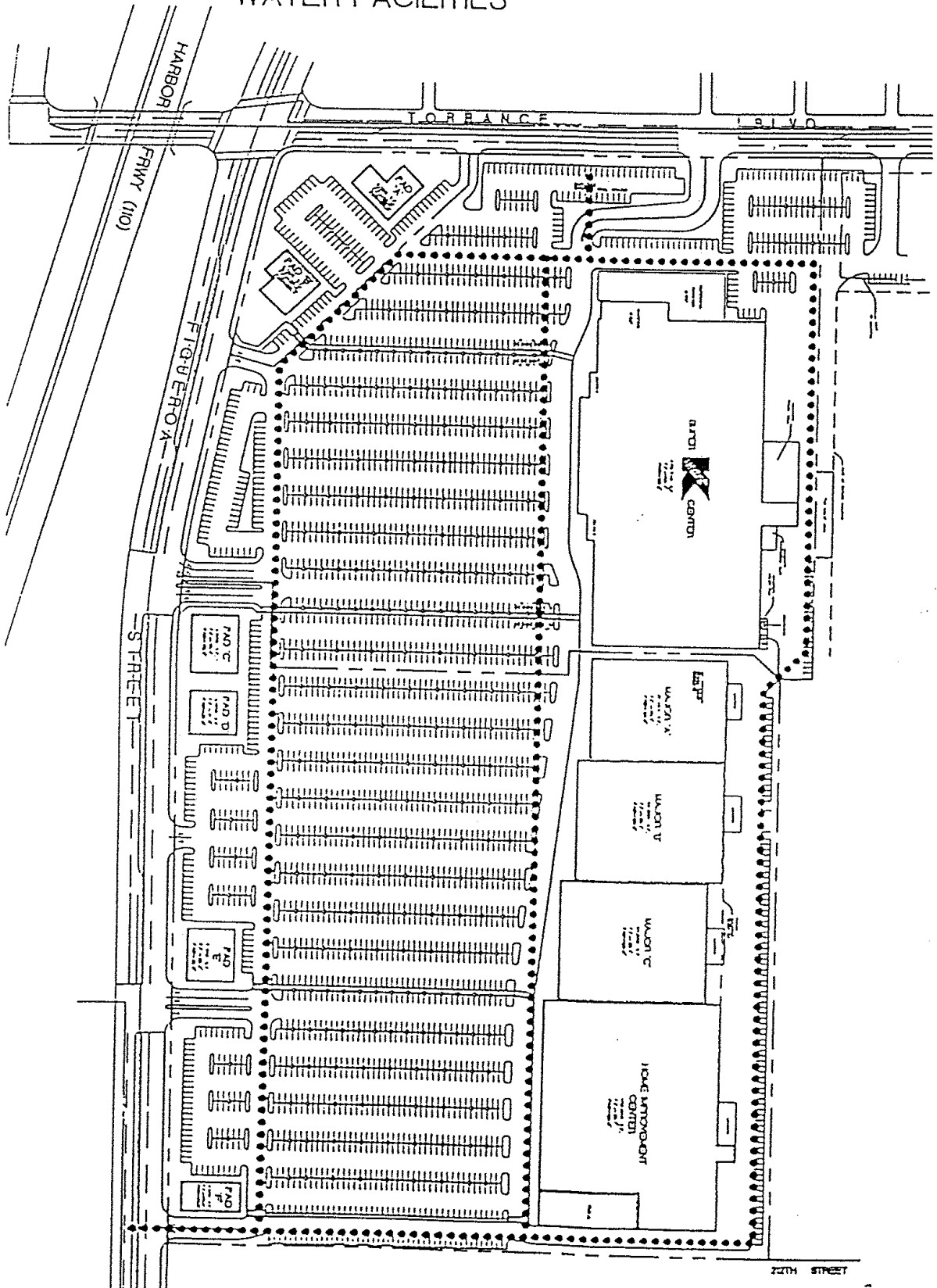
# EXHIBIT 'E-1' PUBLIC AND PRIVATE UTILITIES SEWER FACILITIES



..... SEWER LINE

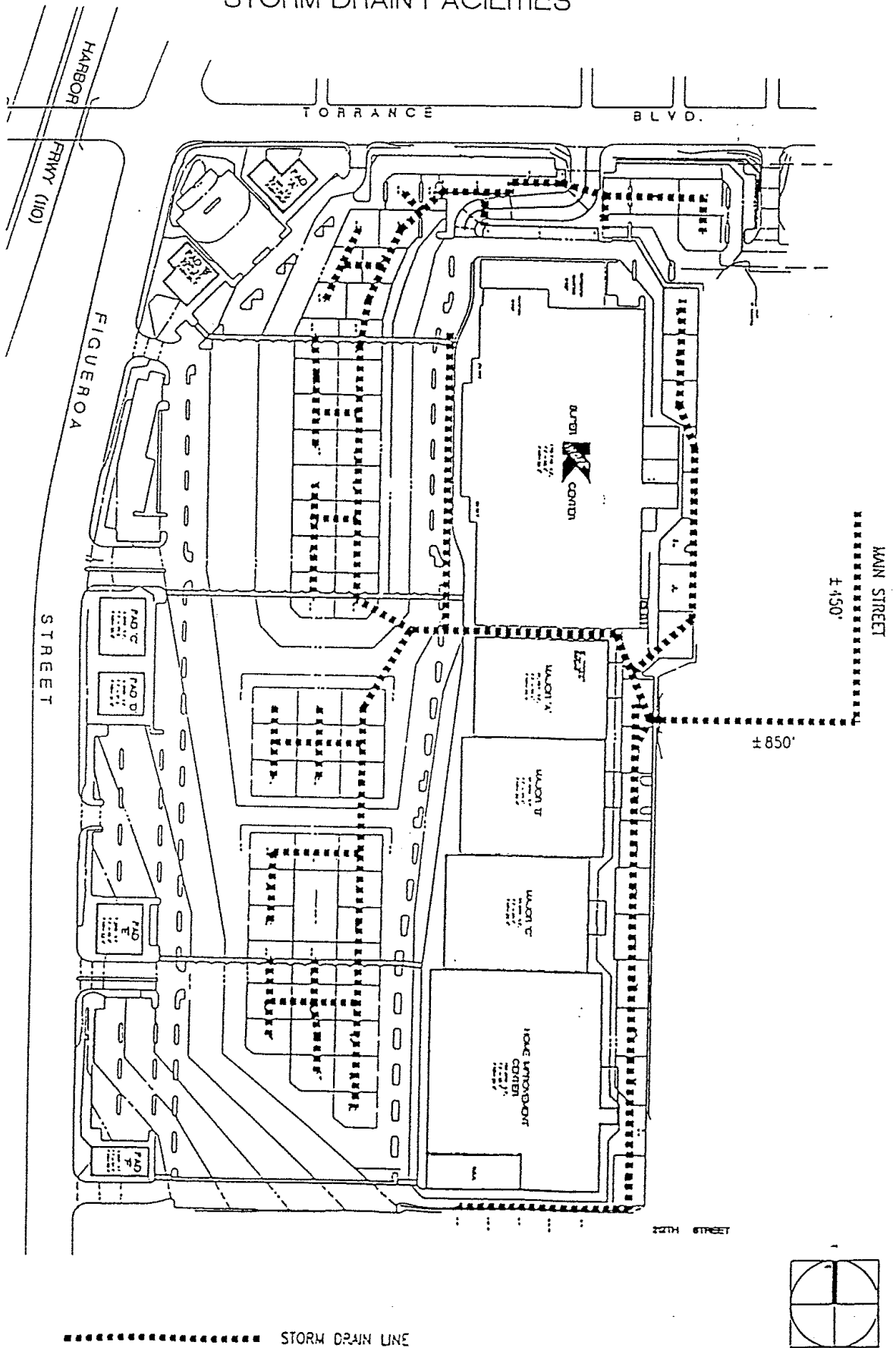


# EXHIBIT 'E-2' PUBLIC AND PRIVATE UTILITIES WATER FACILITIES





# EXHIBIT 'E-3' PUBLIC AND PRIVATE UTILITIES STORM DRAIN FACILITIES



The site plan illustrates the proposed development at 1000 Harbor Drive. The plan shows a large parking lot area on the left, adjacent to Harbor Drive (110). The parking lot is divided into several sections, with the largest section labeled 'PARKING LOT A'. To the right of the parking lot is a large building footprint labeled '1000 HARBOR DRIVE'. The building is divided into several sections, with the largest section labeled '1000 HARBOR DRIVE'. The plan also shows a 'HARBOR DRIVE' street running along the top and right sides of the site. A 'MAIN STREET' is indicated by a dashed line on the right side of the site. A north arrow points towards the top right of the plan. A scale bar indicates a distance of 850 feet to the main street.

**BOE-C6-0111828**

# CARSON TOWN CENTER

Torrance/Harbor Freeway  
Carson, CA



S-1800-1

The Carson Town Center is a new development located at the intersection of the Harbor Freeway and the Carson Expressway. The project consists of a multi-level parking structure, a retail building, and a restaurant building. The parking structure will provide 1,000 parking spaces for the retail and restaurant buildings. The retail building will be a two-story structure with a total area of 100,000 square feet. The restaurant building will be a one-story structure with a total area of 50,000 square feet. The project is located in an area that is currently undeveloped. The project is expected to be completed in 2005.

The Carson Town Center is a new development located at the intersection of the Harbor Freeway and the Carson Expressway. The project consists of a multi-level parking structure, a retail building, and a restaurant building. The parking structure will provide 1,000 parking spaces for the retail and restaurant buildings. The retail building will be a two-story structure with a total area of 100,000 square feet. The restaurant building will be a one-story structure with a total area of 50,000 square feet. The project is located in an area that is currently undeveloped. The project is expected to be completed in 2005.

The Carson Town Center is a new development located at the intersection of the Harbor Freeway and the Carson Expressway. The project consists of a multi-level parking structure, a retail building, and a restaurant building. The parking structure will provide 1,000 parking spaces for the retail and restaurant buildings. The retail building will be a two-story structure with a total area of 100,000 square feet. The restaurant building will be a one-story structure with a total area of 50,000 square feet. The project is located in an area that is currently undeveloped. The project is expected to be completed in 2005.

DATE: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SIGNAGE SOLUTIONS**  
1325 Alhambra Street  
Anaheim, CA 92805  
714/491-0259  
FAX 714/491-0633

## Exhibit F to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions for Carson Town Center

### Signage Criteria

C O N C E P T D E S I G N

FOR: GASCON MAR Ltd.  
2050 W. 190th Street, Suite #201  
Torrance, CA 90504





ITEM

SIGN TYPE

Sign  
Criteria

OPTION

LOCATION PLAN

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

DESIGNER / DRAWN BY

LF

SHEET

CD

PROJECT

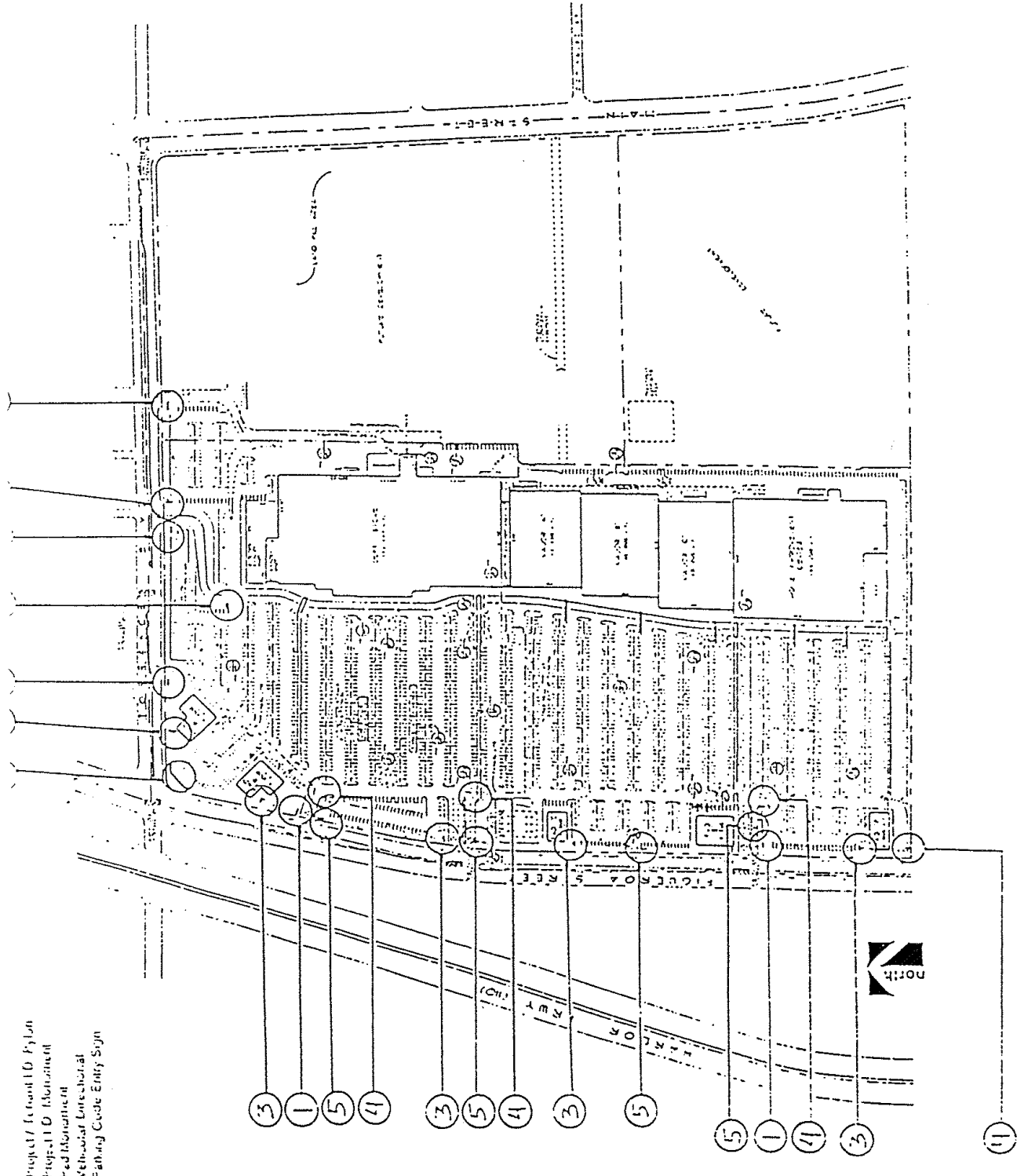
S-1860-1

PROJECT

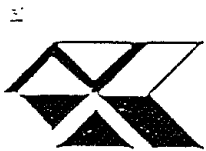
Carson Town  
Center

SIGNAGE  
SOLUTIONS

1356 Alhambra Street  
Anaheim, CA 92805  
714/491-0259  
FAX 714/491-0439



- Project Entrance Pylon
- Project ID Monument
- Pad Monument
- Vehicle Lot Entrance
- Padway Code Entry Sign



ITEM

1

SIGN TYPE

Project/Tenant  
I.D. Pylon

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ 5.18.95

QUANTITY

3

SCALE

3/16" = 1'-0"

DESIGNER / DRAWN BY

BF

SATER

CD

JOB NO

S-1800-1

PROJECT

Carson Town

Center

SIGNAGE

SOLUTIONS

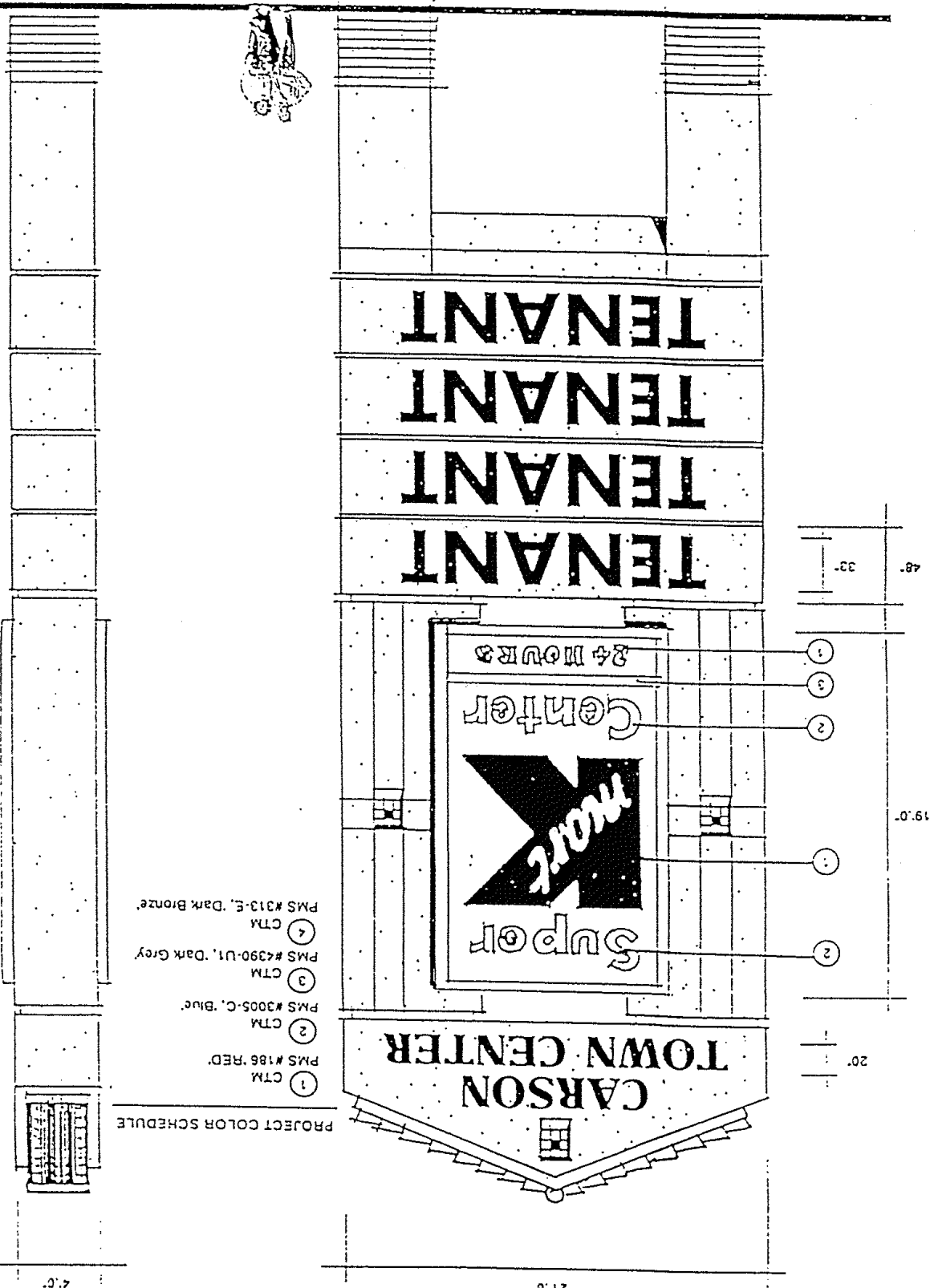
1336 Alhambra Street,

Anaheim, Ca 92805

714 / 491 - 0299

FAX 491 - 0439

Double faced, Fabricated metal and dryw stuco structure. Internally illuminated.  
Project name: Open pan channel letters with exposed neon. K-Mant: 12.0" x 15.0" flex face with copy and  
background to illuminate. Tenant panels: (4) 4.0" x 21.6" aluminum panels with routed out copy and backed with  
acrylic, stuco background. Roof, base flie, color and stuco texture to match project.



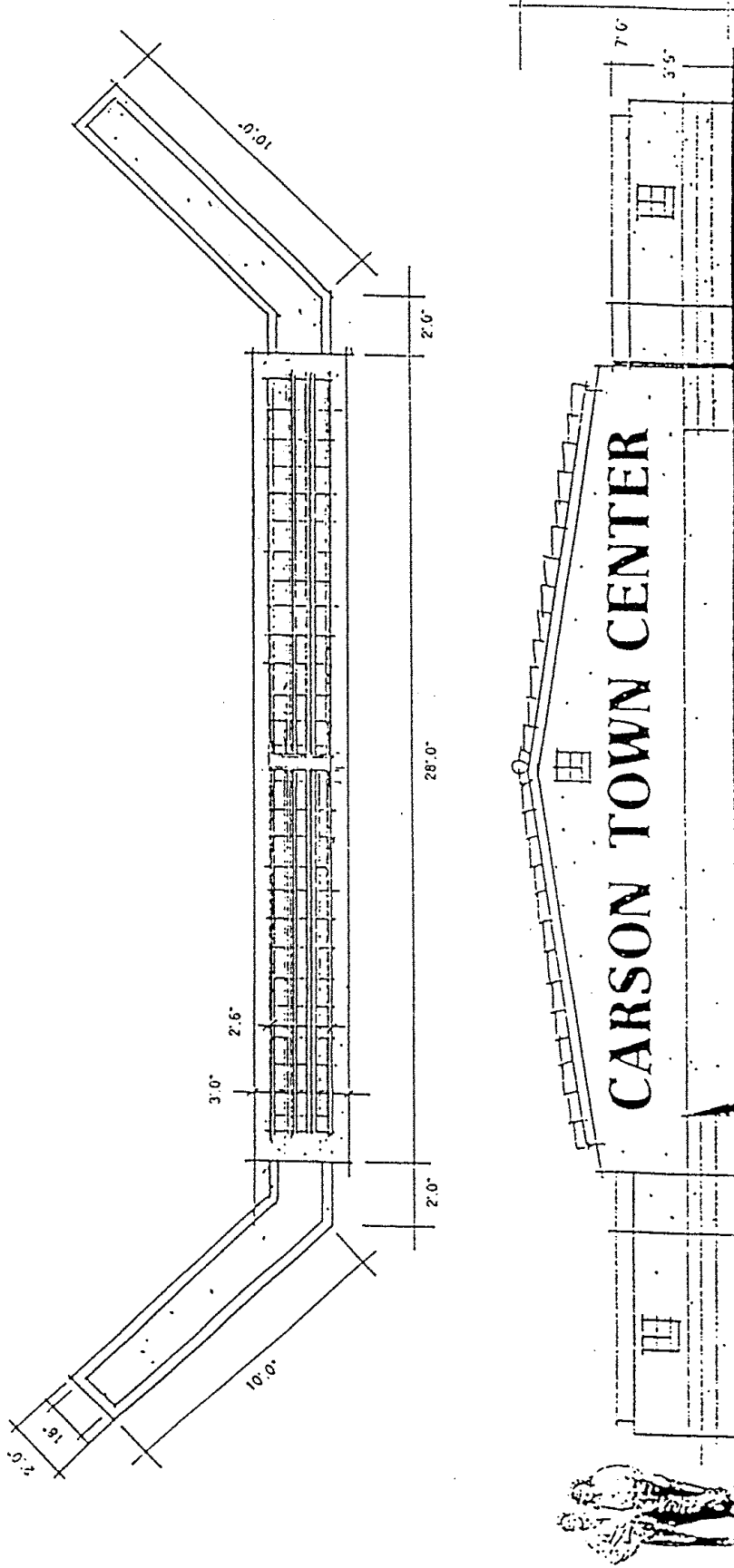
PROJECT COLOR SCHEDULE

- ① CTM PMS #186 RED
- ② CTM PMS #3005-C, Blue
- ③ CTM PMS #4390-U1, Dark Grey
- ④ CTM PMS #313-E, Dark Bronze



# THE SIGN FRONT

Single faced, fabricated metal and spray stucco structure. Externally illuminated 2" deep, individual cut out letters painted and primed all wall 1/2". Roof, base, tile, color and stucco texture to match project.



2

SIGN TYPE

Project I.D.  
Monument

OPTION

STATUS

Concept Design

DATE

4.12.95

QUANTITY

1

SCALE

1/4" = 1'-0"

DESIGNER/ DRAFTER

BF

SHEET

CD

PROJECT

S-1600-1

PROJECT

Carson Town  
Center

SIGNAGE  
SOLUTIONS

1316 Alhambra Street  
Arcadia, CA 91703  
714/451-0259  
FAX 714/451-0439

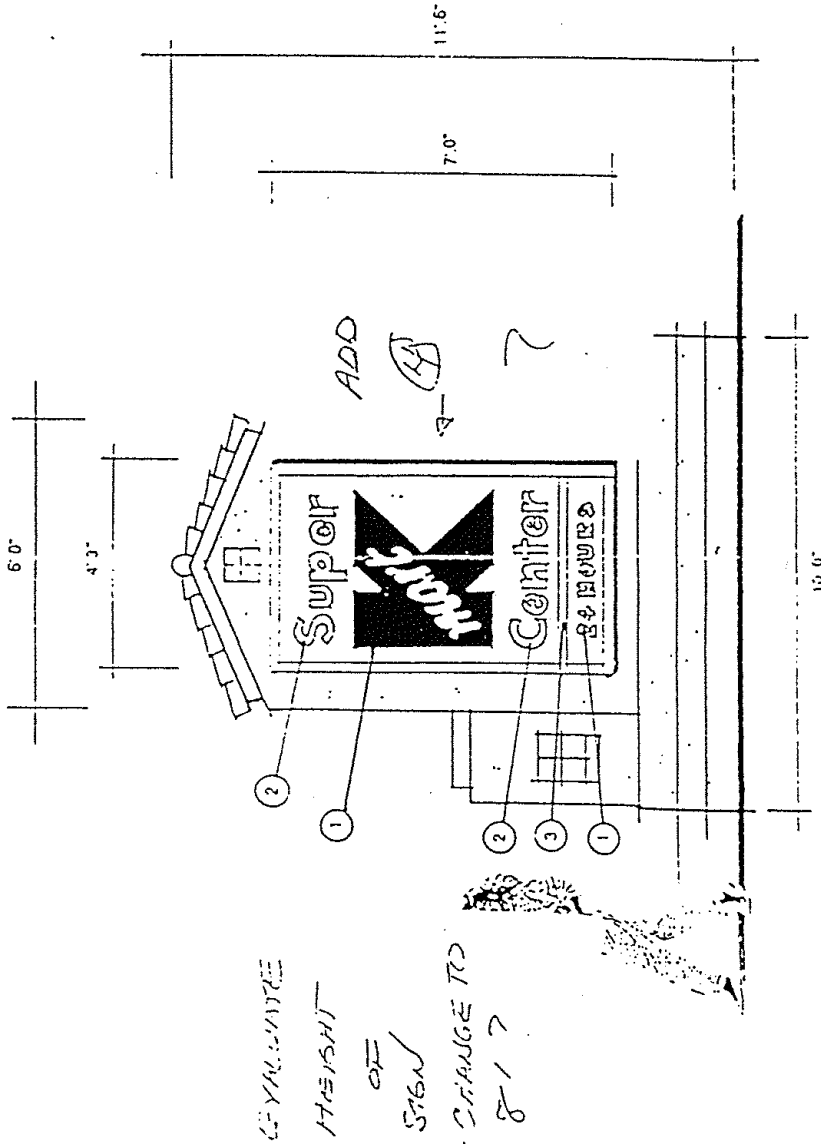


# DESCRIPTION

Single faced fabricated metal and drywall stucco. Internally illuminated  
hermet cabinet with lexan and vinyl graphics  
Roof, base tile, color and stucco texture to match project

## PROJECT COLOR SCHEDULE

- 1 CTM PMS # 186 C, 'Red'
- 2 CTM PMS # 3005 C, 'Blue'
- 3 CTM PMS # 4390 U1, 'Dark Grey'
- 4 CTM PMS # 313 E, 'Dark Bronze'



ITEM

3

SIGN TYPE

Pad  
Monument

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ 5.12.95

Δ

QUANTITY

5

SCALE

3/8" = 1'-0"

DESIGNED BY

BF

SALES

CD

ADDRESS

S-1800-1

PROJECT

Carson Town  
Center

SIGNAGE

SOLUTIONS

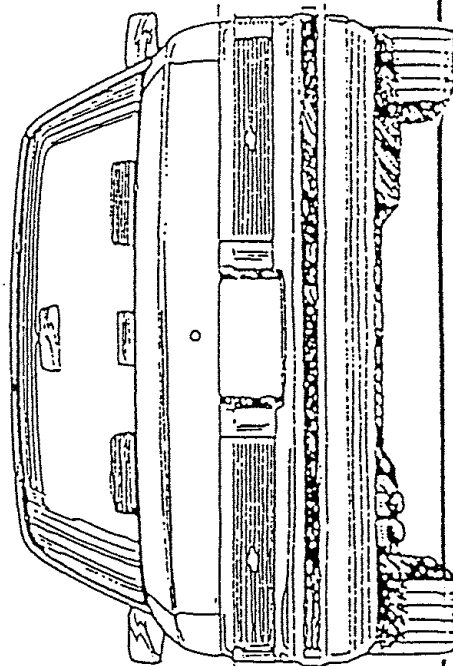
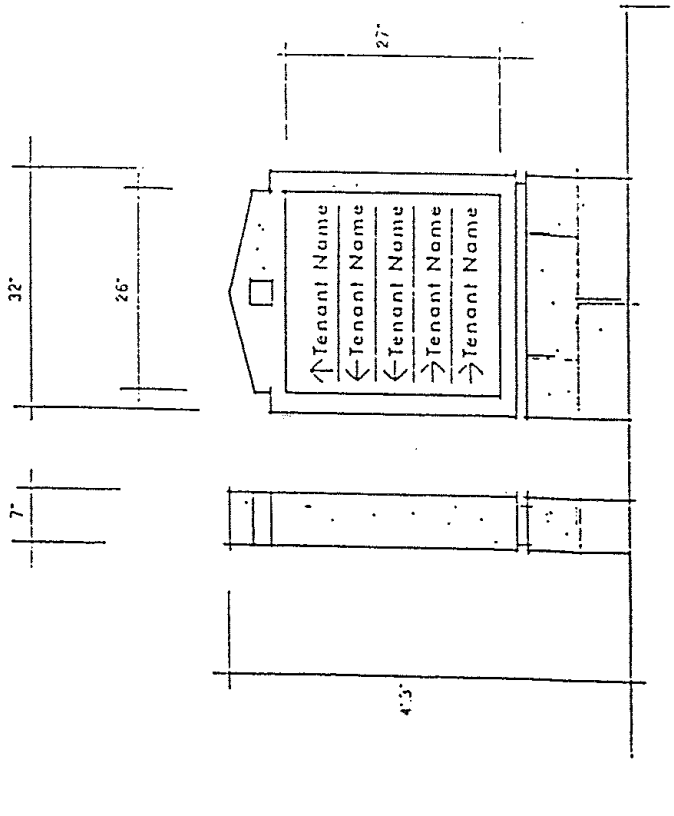
1335 Alhambra Street  
Anaheim, CA 92801  
714/491-0259  
FAX 714/491-0459





for 50 ft. front

Signage for double faced sign type S-4 structure with slatted face and slatted finish  
(signage panel to be applied with slatted edges and slatted finish)



ITEM

4

SIGN TYPE

Vehicular  
Directional

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

1

SCALE

3/4" = 1'-0"

DESIGNER/ DRAFTER

BF

SALES

CD

GEN. NO.

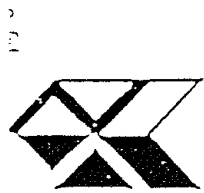
S-1800-1

PROJECT

Calson Town  
Center

SIGNAGE  
SOLUTIONS

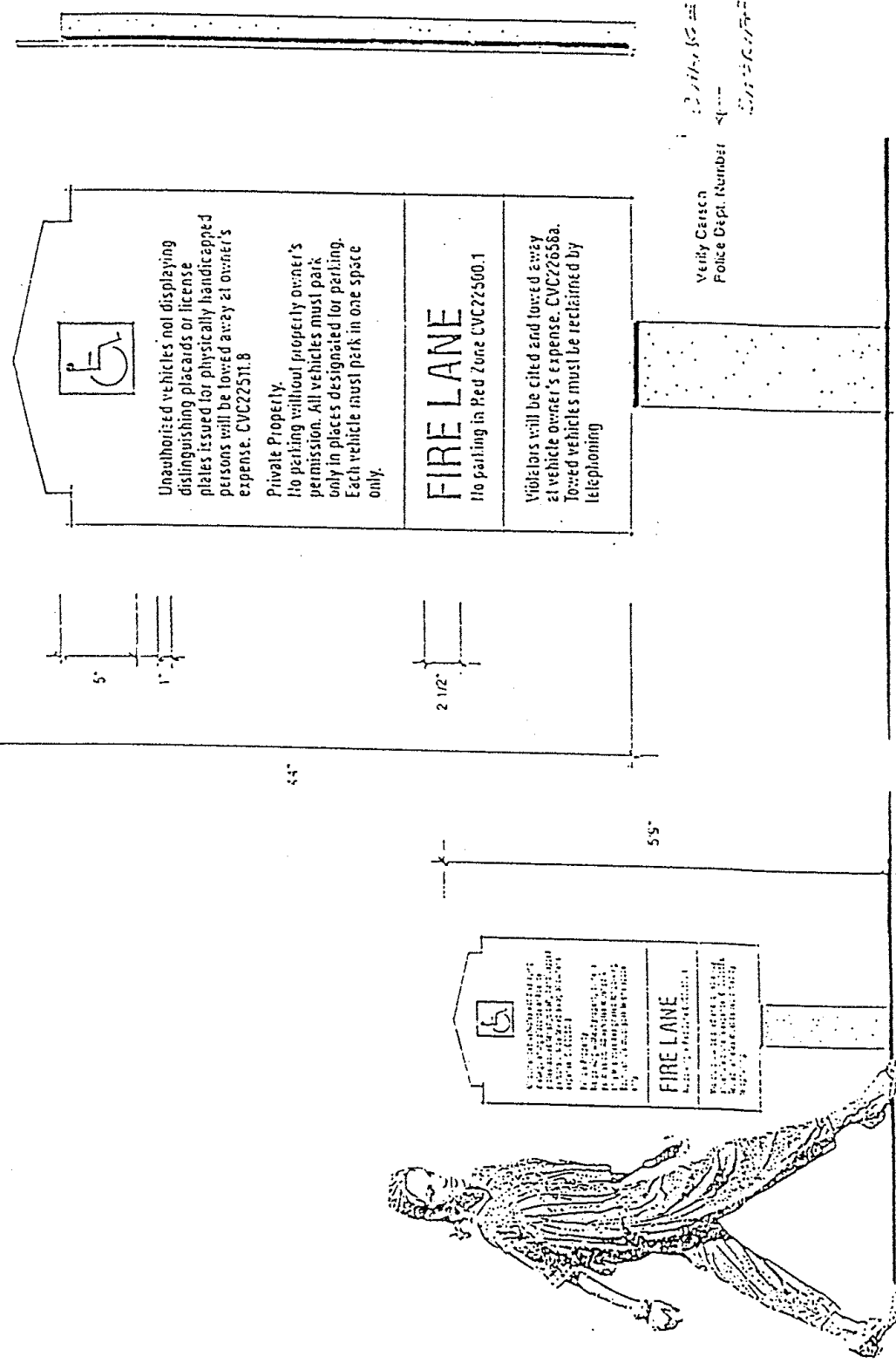
1336 Alhambra Street  
Anaheim, CA 92805  
714/491-0259  
FAX 491-0639



10/20/01

3'10" aluminum panel with silver anodized graphics. Mounted to 2'x2'6" textured aluminum post.  
Back of panel and post painted same color. Helvetica Medium Condensed. Colors to match project.

File: Copy to be centered



ITEM 5

SIGN TYPE

Parking Code Entry Sign

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

8

SCALE

DESIGNER / DRAWN BY

BF

SALES

CD

ACR

S-1600-1

PROJECT

Carson Town

Center

SIGNAGE SOLUTIONS

1356 Alhambra Street,  
Anaheim, CA 92805  
714/491-0259  
FAX 714-0439



ITEM

6

SIGN TYPE

Anchor  
Tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

QUANTITY

SCALE

1/16" = 1'-0"

DESIGNER / DRAWN

BF

SHEET

CD

JOB NO.

S-1800-1

PROJECT

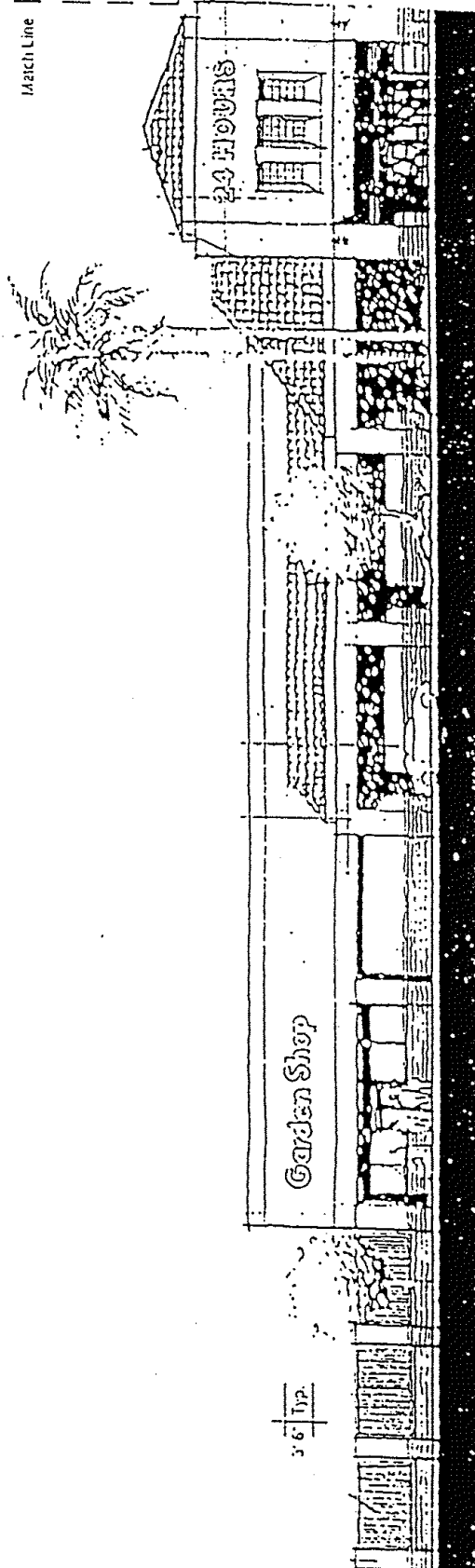
Carson Town  
Center

SIGNAGE

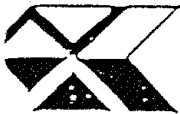
SOLUTIONS

1536 Alhambra Street,  
Anaheim, CA 92805  
714/451-0259  
FAX 714/451-0439

Match Line



WEST Side Elevation



ITEM

6 Continued

SIGN TYPE

Anchor  
Tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

QUANTITY

SCALE

1/16" = 1'-0"

DESIGNER / DRAWN

BF

SALLS

CD

JOB NO.

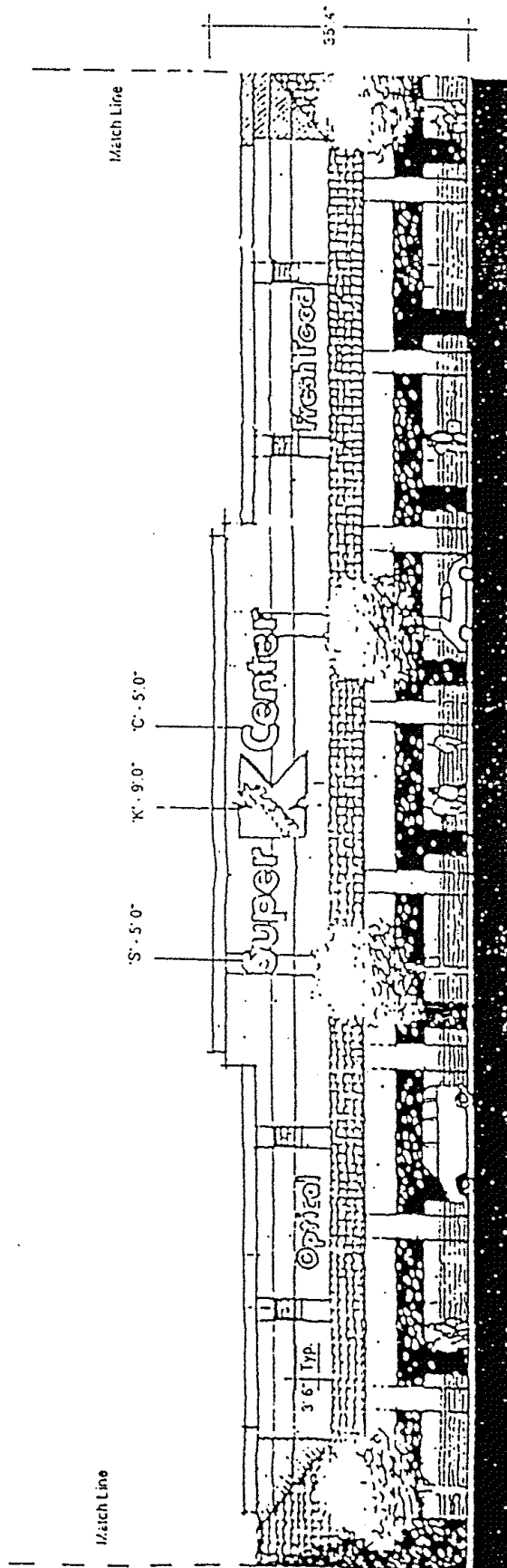
S-1500-1

PROJECT

Carson Town  
Center

SIGNAGE  
SOLUTIONS

1536 Albee Street  
Arcadia, Ca. 92105  
714/491-0299  
FAX 491-0439



WEST - Middle Elevation



ITEM

6 Continued

SIGN TYPE

Anchor  
tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

1/16" = 1'-0"

ELIMINATE CHANGES

BY

SHEET

CD

PROJECT

S-1600-1

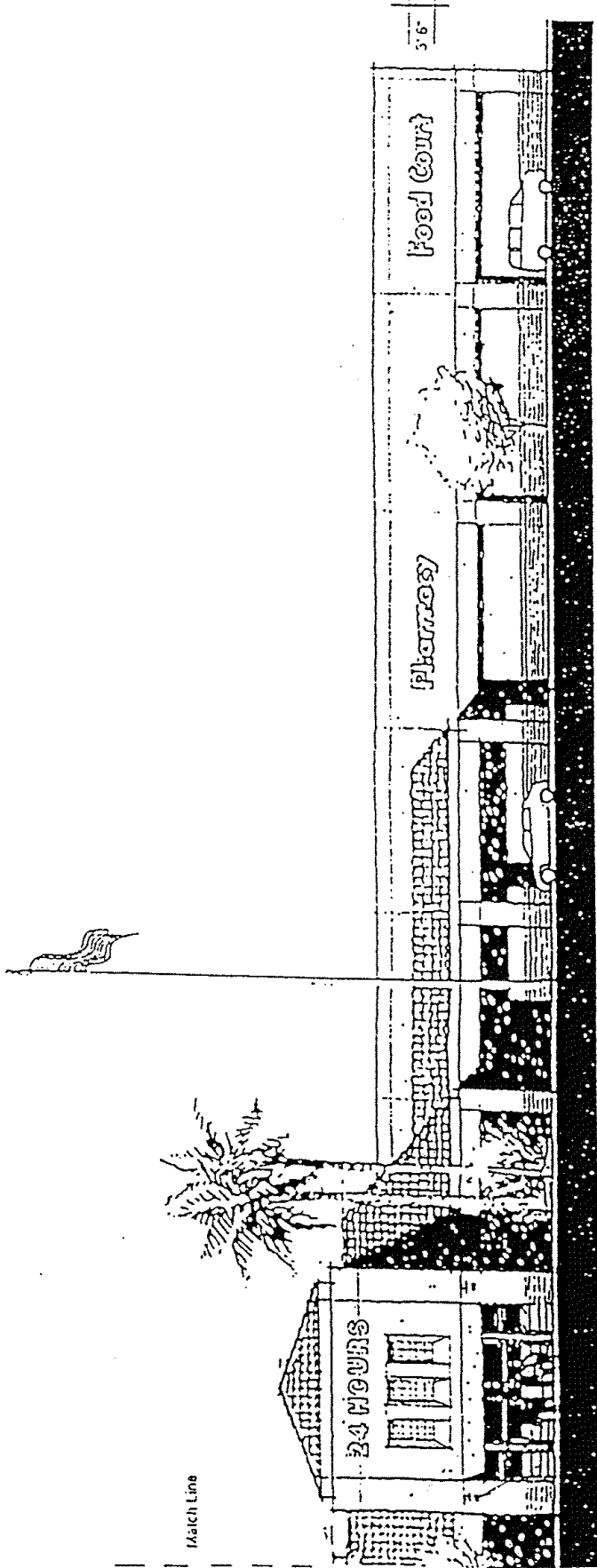
PROJECT

Capitol Forum  
Center

SIGNAGE

SOLUTIONS

1336 Alhce Street  
Anaheim, CA 92805  
714/491-0259  
FAX 491-0339



WEST Façade Elevation



ITEM

7

SIGN TYPE

Major  
Tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

1/8" = 1'-0"

DESIGNER / DRAWN BY

BF

SITES

CD

ACE NO

S-1800-1

PROJECT

Carson Town  
Center

SIGNAGE

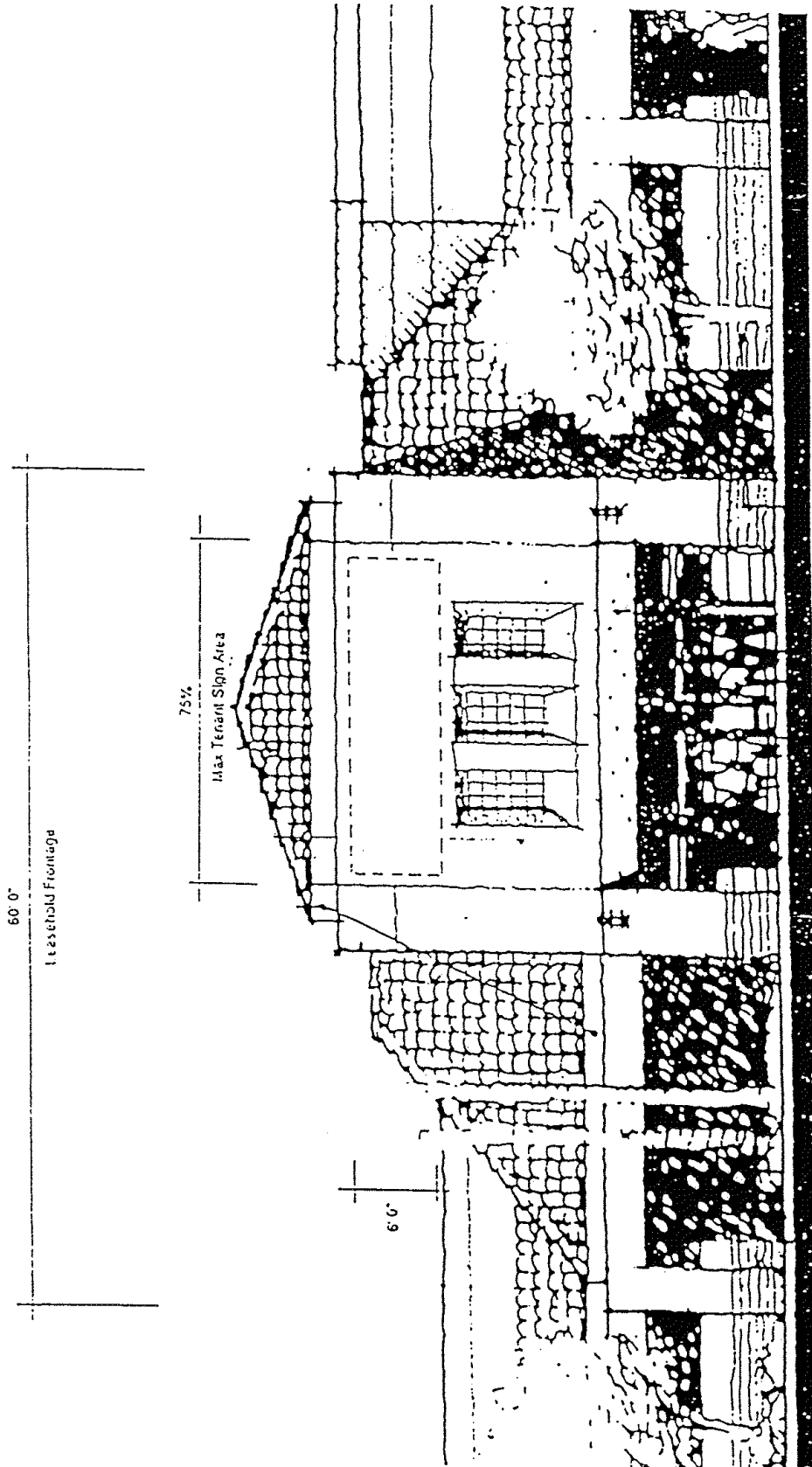
SOLUTIONS

1558 ARLING STREET

Anaheim, CA 92811

714 / 451 - 0359

FAX 451 - 0439



Example Major Tenant Elevation



FILE #

8

SIGN TYPE

Pad  
Tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUALITY

SCALE

1/8" = 1'-0"

DESIGNER / DRAWN BY

BF

SALLS

CD

JOEHO

S-1800-1

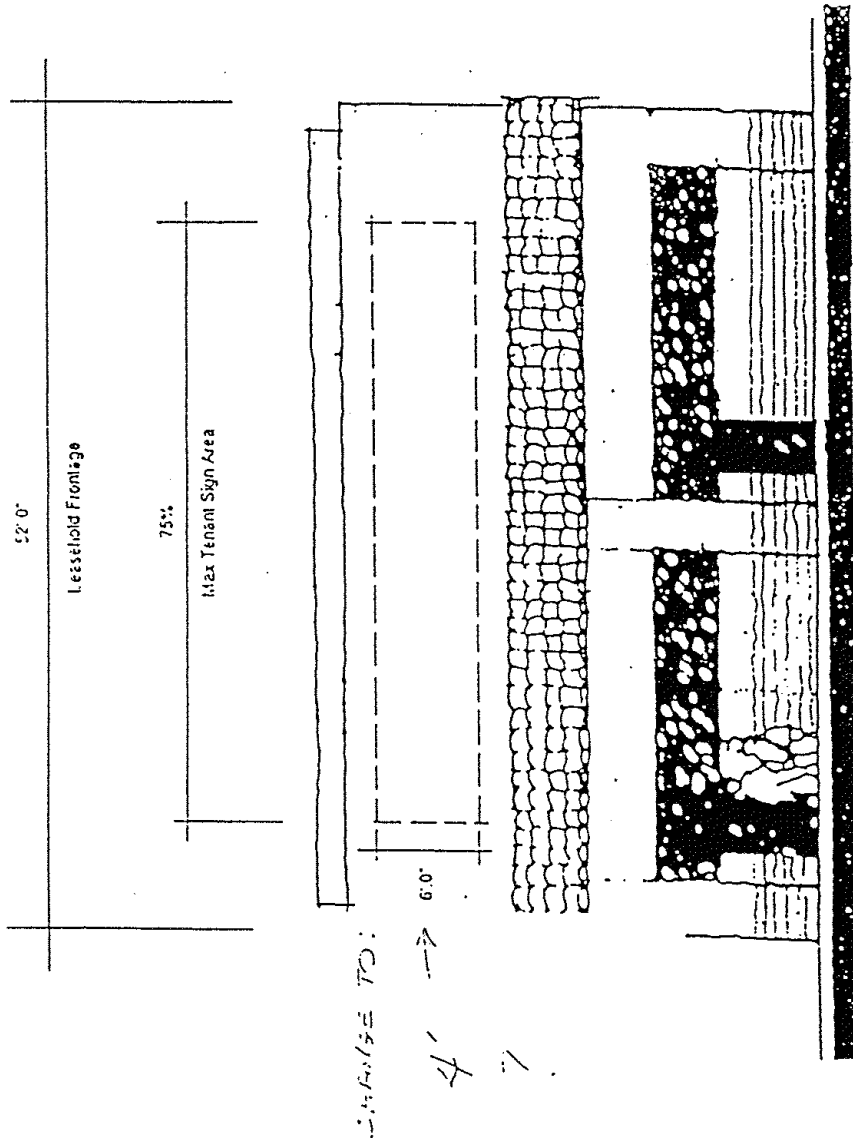
PROJECT

Carson Town  
Center

SIGNAGE

SOLUTIONS

1336 Aliso Street,  
Anaheim, CA 92805  
714/451-0259  
FAX 451-0459



Example Pad Tenant I.D.



ITEM

9

SIGN TYPE

Shop  
 Tenant I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

1/8" = 1'-0"

DESIGNER / DRAWN BY

BF

SALLS

CD

JCS:HO

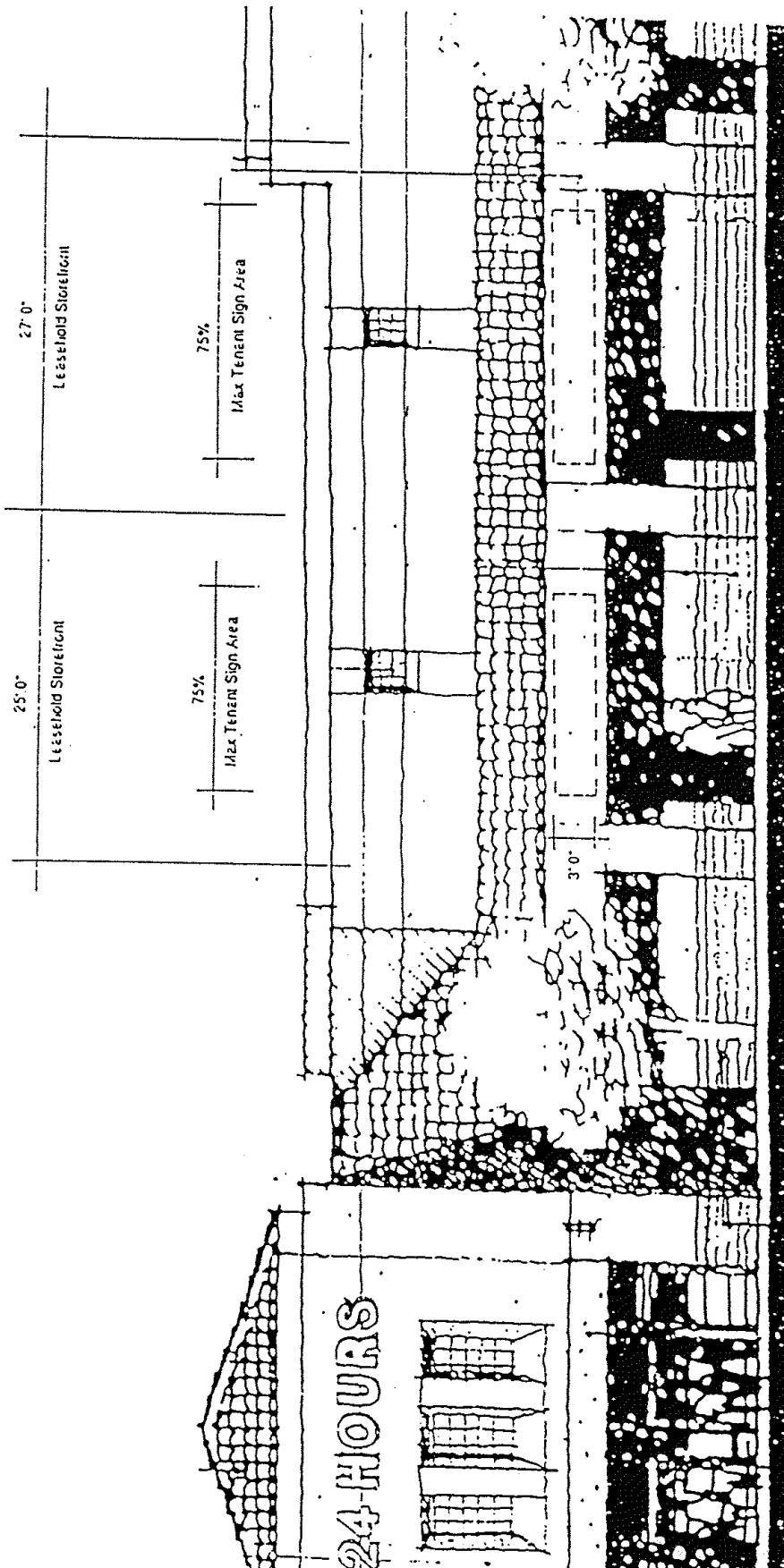
S-1500-1

PROJECT

Carson Town  
 Center

SIGNAGE  
 SOLUTIONS

1326 Alice Street,  
 Anaheim, Ca 92805  
 714 / 351 - 0259  
 FAX 714 - 0459



Project Sign Elevation





ITEM

10

SIGN TYPE

Tenant  
Entry I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

1/2" = 1'-0"

DESIGNER/ DRAWN BY

BF

SHEET

CD

JOB NO.

S-1600-1

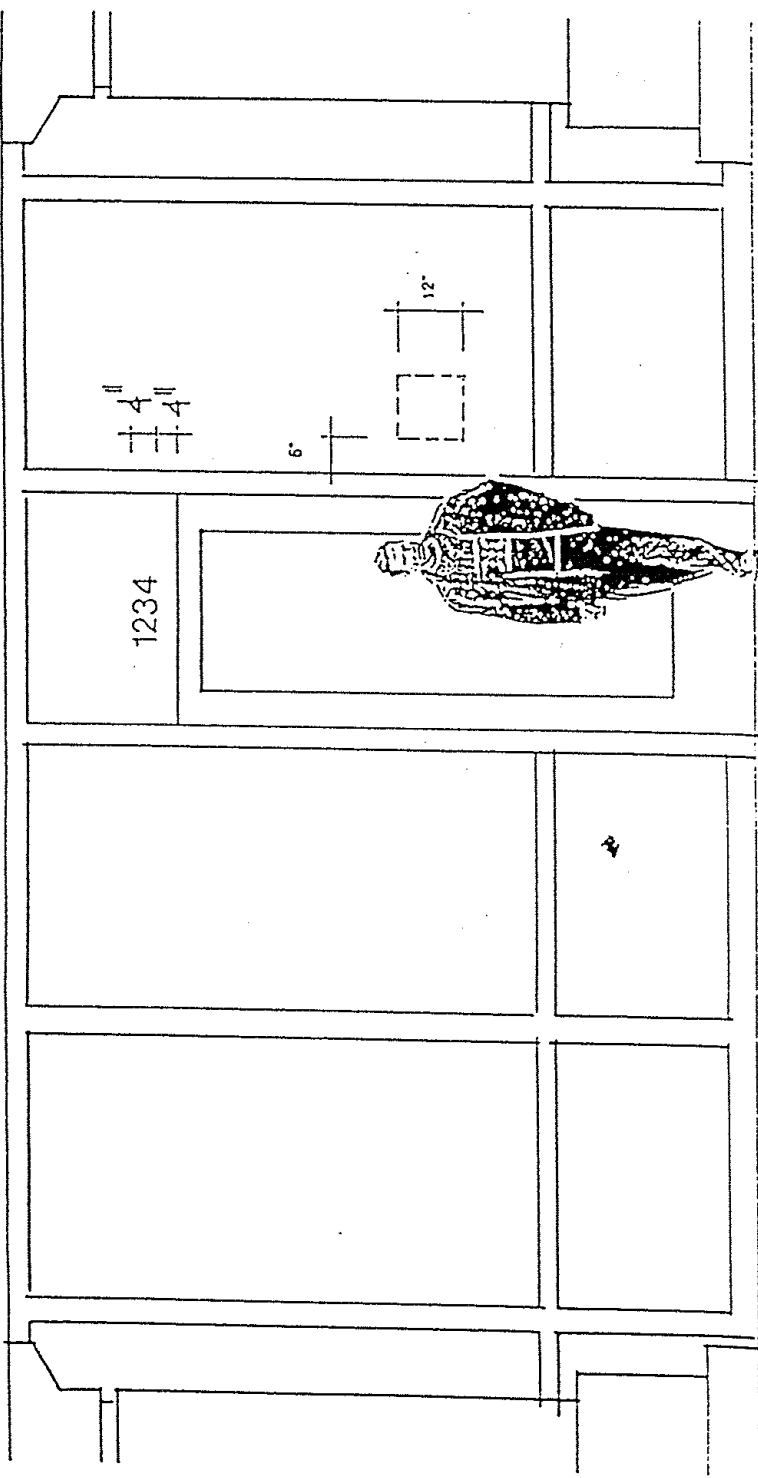
PROJECT

Carson Town  
Center

SIGNAGE

SOLUTIONS

1536 Alhce Street,  
Anaheim, CA 92805  
714/491-0259  
FAX 714/491-0439



Typical Elevation

12" square sign for business hours in white vinyl  
to be added 2' high letters.



ITEM

11

SIGN TYPE

Delivery I.D.

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

3/16" = 1'0"

DESIGNER / DRAWN BY

BF

SHEET

CD

ACR NO.

S-1800-1

PROJECT

Cason Town

Center

SIGNAGE

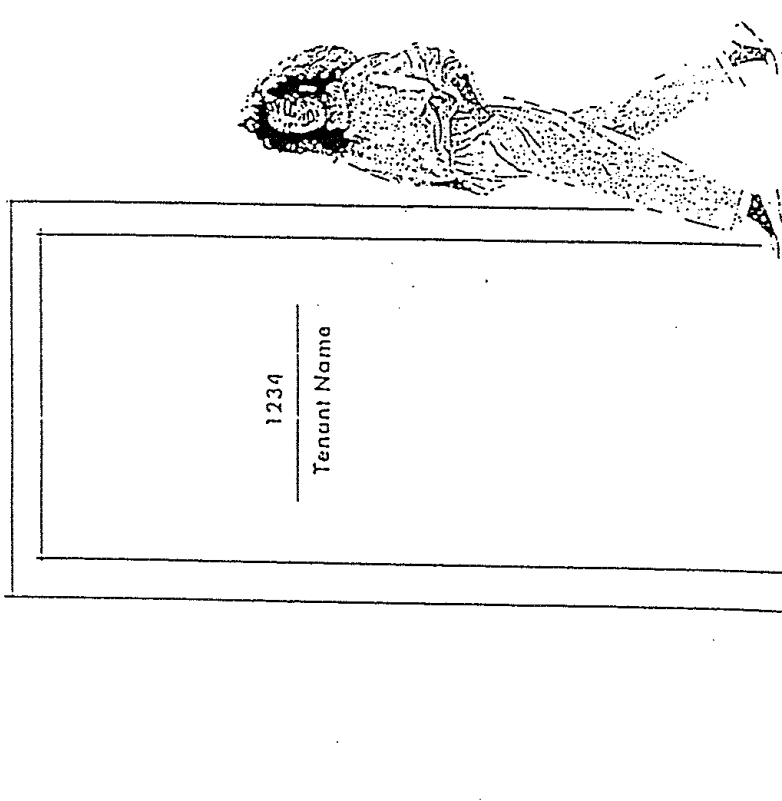
SOLUTIONS

1316 Alhambra Street  
Anaheim, CA 92805  
714 / 451 - 0259  
FAX 714 / 451 - 0439

Note: No other signage is  
allowed on delivery side of building

1234

Tenant Name





# SECTION III COMMON AREA SIGNS

ITEM SIGN TYPE

## EXTERIOR WALL MOUNTED:

- 1 PROJECT / TENANT I.D. PYLON
- 2 PROJECT I.D. MONUMENT
- 3 PAD MONUMENT
- 4 VEHICULAR DIRECTIONAL
- 5 PARKING CODE ENTRY SIGN

## EXTERIOR WALL MOUNTED:

- 6 ANCHOR TENANT
- 7 MAJOR TENANT
- 8 PAD TENANT I.D.
- 9 SHOP TENANT I.D.
- 10 TENANT ENTRY I.D.
- 11 DELIVERY I.D.
- 12 BUILDING ADDRESS

# SECTION IV GENERAL SIGN CRITERIA

1. Tenant signage shall include only the business name, as registered on the lease agreement, and established logo symbol.
2. Maintenance of each sign is the responsibility of the tenant who erected and installed it. Letter forms or letter faces which require repair will be replaced or repaired within thirty (30) days of damage or notice from landlord. If the signage is not rectified within the thirty (30) day period, the landlord will repair the sign at the tenant's expense.
3. Signs will be free of all labels and manufacturer's advertising with the exception of code requirements.
4. Real mounted signs will not be allowed.
5. No sign will be painted directly onto a wall or surface of any building.
6. No moving, audible, animated or flashing signs will be allowed.
7. Banners, pennants, or temporary signs may not be displayed on any building or in the parking area, and temporary signs may not be placed on the inside surface of any window or door closer than ten feet (10) behind the inside window without prior approval of the landlord, and compliance with the City of Carson.

Note:

All criteria and specifications subject to change at sole discretion of owner.

*Handwritten signature*

SIGNAGE SOLUTIONS

1336 ALICE STREET  
KATIE, CA 92805  
714/491-0259  
FAX 491-0439

# TENANT SIGN PROGRAM

## SECTION I INTRODUCTION

The purpose of this sign program is to ensure the design and production of quality signage which reflects the integrity of the architecture and the intent of the landlord and the City of Carson for this center. This sign program has been developed to communicate the particular parameters each tenant is to follow so their individual store signage will be effective and also complement the project as a whole. Performance will be strictly enforced and any non-conforming signs will be removed by the owner at the tenant's sole expense.

Tenant signs are encouraged to be designed and produced in a fashion which exceeds the quality and the aesthetic impact of most shopping center tenant signs. Within the context of the sign program, innovative use of materials, fabrication techniques, typography, and color are encouraged in an effort to create an exciting and unique graphic atmosphere which will add to the shopping experience of this center. It is not intended that the signs be repetitive or follow a generic theme that is sterile and/or uninteresting.

This sign program has been written in sections with numbered articles for easy reference. Each tenant and their sign contractor is to read Section I to Section VIII. Section IV through Section VIII deal with specific sign types and related design drawings contained within this sign program. For those sign types which are to be employed by any given tenant, the section(s) relating to it be reviewed and adhered to by each tenant and their sign contractor.

The program establishes minimum and maximum letter sizes, sign area allowance each sign type which is subject to the sole discretionary approval of the landlord of this sign program.

In addition to this sign program, all signs are limited to the requirements of the ordinance, and are not to exceed the standards established in the design guidelines the shopping center.

## SECTION II APPROVAL PROCEDURE

Tenant shall submit to landlord through the tenant's sign company for approval before (a) copies of detailed drawings indicating the location, size, layout, design and color sign, including all the lettering and / or logo, prior to submitting to the City of approval, and permit.

All permits for signs and their installation shall be obtained by tenant or its representative. Tenant shall be responsible for submitting its sign drawing to the appropriate city agency for approval.

A dated signature of approval by the landlord will be placed on each sign working drawing prior to submitted to the City of Carson for a building permit.

Note:

All criteria and specifications subject to change at sole discretion of owner.

12. Upon removal of any sign by tenant, any damage to the building fascia or sign area will be repaired by tenant or by the landlord at tenant's expense. Repair work to be completed within a ten day period.

Along with the requirements of this section, tenant must also comply with all the requirements outlined in Section IV "General Sign Criteria".

1. This center shall be allowed three (3) on site freestanding pylon signs. See location plan.
2. Availability of the tenant identification panels on the Project Tenant Pylon is based on the sole discretion of the landlord as established within the context of the tenant's lease agreement.
3. A maximum of one (1) tenant identification panel will be allowed per tenant per sign face, on the Project/Tenant Pylon.
4. Refer to the design drawings contained within this sign program designated as ITEM 21 Project/Tenant Pylon for fabrication standards, maximum area allowance, maximum letter height, letter style, and color.

Along with the requirements of this section, tenant must also comply with all the requirements outlined in Section IV "General Sign Criteria".

1. Availability of the tenant identification panels on the Project Tenant Pylon is based on the sole discretion of the landlord as established within the context of the Tenant's lease agreement.
2. A maximum of one (1) tenant identification panel will be allowed per tenant per sign face, on the Project Tenant Pylon. Maximum copy area of sign shall be limited to seventy (70) square feet per side.

1. *Chlorophyll a* (Chl *a*)  
 2. *Chlorophyll b* (Chl *b*)  
 3. *Chlorophyll c* (Chl *c*)  
 4. *Chlorophyll d* (Chl *d*)  
 5. *Chlorophyll e* (Chl *e*)  
 6. *Chlorophyll f* (Chl *f*)  
 7. *Chlorophyll g* (Chl *g*)  
 8. *Chlorophyll h* (Chl *h*)  
 9. *Chlorophyll i* (Chl *i*)  
 10. *Chlorophyll j* (Chl *j*)  
 11. *Chlorophyll k* (Chl *k*)  
 12. *Chlorophyll l* (Chl *l*)  
 13. *Chlorophyll m* (Chl *m*)  
 14. *Chlorophyll n* (Chl *n*)  
 15. *Chlorophyll o* (Chl *o*)  
 16. *Chlorophyll p* (Chl *p*)  
 17. *Chlorophyll q* (Chl *q*)  
 18. *Chlorophyll r* (Chl *r*)  
 19. *Chlorophyll s* (Chl *s*)  
 20. *Chlorophyll t* (Chl *t*)  
 21. *Chlorophyll u* (Chl *u*)  
 22. *Chlorophyll v* (Chl *v*)  
 23. *Chlorophyll w* (Chl *w*)  
 24. *Chlorophyll x* (Chl *x*)  
 25. *Chlorophyll y* (Chl *y*)  
 26. *Chlorophyll z* (Chl *z*)  
 27. *Chlorophyll aa* (Chl *aa*)  
 28. *Chlorophyll ab* (Chl *ab*)  
 29. *Chlorophyll ac* (Chl *ac*)  
 30. *Chlorophyll ad* (Chl *ad*)  
 31. *Chlorophyll ae* (Chl *ae*)  
 32. *Chlorophyll af* (Chl *af*)  
 33. *Chlorophyll ag* (Chl *ag*)  
 34. *Chlorophyll ah* (Chl *ah*)  
 35. *Chlorophyll ai* (Chl *ai*)  
 36. *Chlorophyll aj* (Chl *aj*)  
 37. *Chlorophyll ak* (Chl *ak*)  
 38. *Chlorophyll al* (Chl *al*)  
 39. *Chlorophyll am* (Chl *am*)  
 40. *Chlorophyll an* (Chl *an*)  
 41. *Chlorophyll ao* (Chl *ao*)  
 42. *Chlorophyll ap* (Chl *ap*)  
 43. *Chlorophyll aq* (Chl *aq*)  
 44. *Chlorophyll ar* (Chl *ar*)  
 45. *Chlorophyll as* (Chl *as*)  
 46. *Chlorophyll at* (Chl *at*)  
 47. *Chlorophyll au* (Chl *au*)  
 48. *Chlorophyll av* (Chl *av*)  
 49. *Chlorophyll aw* (Chl *aw*)  
 50. *Chlorophyll ax* (Chl *ax*)  
 51. *Chlorophyll ay* (Chl *ay*)  
 52. *Chlorophyll az* (Chl *az*)  
 53. *Chlorophyll aza* (Chl *aza*)  
 54. *Chlorophyll abz* (Chl *abz*)  
 55. *Chlorophyll acz* (Chl *acz*)  
 56. *Chlorophyll adz* (Chl *adz*)  
 57. *Chlorophyll aez* (Chl *aez*)  
 58. *Chlorophyll afz* (Chl *afz*)  
 59. *Chlorophyll agz* (Chl *agz*)  
 60. *Chlorophyll ahz* (Chl *ahz*)  
 61. *Chlorophyll aiz* (Chl *aiz*)  
 62. *Chlorophyll ajz* (Chl *ajz*)  
 63. *Chlorophyll akz* (Chl *akz*)  
 64. *Chlorophyll alz* (Chl *alz*)  
 65. *Chlorophyll amz* (Chl *amz*)  
 66. *Chlorophyll anz* (Chl *anz*)  
 67. *Chlorophyll aoz* (Chl *aoz*)  
 68. *Chlorophyll apz* (Chl *apz*)  
 69. *Chlorophyll aqz* (Chl *aqz*)  
 70. *Chlorophyll arz* (Chl *arz*)  
 71. *Chlorophyll asz* (Chl *asz*)  
 72. *Chlorophyll atz* (Chl *atz*)  
 73. *Chlorophyll auz* (Chl *auz*)  
 74. *Chlorophyll avz* (Chl *avz*)  
 75. *Chlorophyll awz* (Chl *awz*)  
 76. *Chlorophyll axz* (Chl *axz*)  
 77. *Chlorophyll ayz* (Chl *ayz*)  
 78. *Chlorophyll ayz* (Chl *ayz*)  
 79. *Chlorophyll azz* (Chl *azz*)  
 80. *Chlorophyll azaa* (Chl *aza*)  
 81. *Chlorophyll abz* (Chl *abz*)  
 82. *Chlorophyll acz* (Chl *acz*)  
 83. *Chlorophyll adz* (Chl *adz*)  
 84. *Chlorophyll aez* (Chl *aez*)  
 85. *Chlorophyll afz* (Chl *afz*)  
 86. *Chlorophyll agz* (Chl *agz*)  
 87. *Chlorophyll ahz* (Chl *ahz*)  
 88. *Chlorophyll aiz* (Chl *aiz*)  
 89. *Chlorophyll ajz* (Chl *ajz*)  
 90. *Chlorophyll akz* (Chl *akz*)  
 91. *Chlorophyll alz* (Chl *alz*)  
 92. *Chlorophyll amz* (Chl *amz*)  
 93. *Chlorophyll anz* (Chl *anz*)  
 94. *Chlorophyll aoz* (Chl *aoz*)  
 95. *Chlorophyll apz* (Chl *apz*)  
 96. *Chlorophyll aqz* (Chl *aqz*)  
 97. *Chlorophyll arz* (Chl *arz*)  
 98. *Chlorophyll asz* (Chl *asz*)  
 99. *Chlorophyll atz* (Chl *atz*)  
 100. *Chlorophyll auz* (Chl *auz*)  
 101. *Chlorophyll avz* (Chl *avz*)  
 102. *Chlorophyll awz* (Chl *awz*)  
 103. *Chlorophyll axz* (Chl *axz*)  
 104. *Chlorophyll ayz* (Chl *ayz*)  
 105. *Chlorophyll ayz* (Chl *ayz*)  
 106. *Chlorophyll azz* (Chl *azz*)  
 107. *Chlorophyll azaa* (Chl *aza*)  
 108. *Chlorophyll abz* (Chl *abz*)  
 109. *Chlorophyll acz* (Chl *acz*)  
 110. *Chlorophyll adz* (Chl *adz*)  
 111. *Chlorophyll aez* (Chl *aez*)  
 112. *Chlorophyll afz* (Chl *afz*)  
 113. *Chlorophyll agz* (Chl *agz*)  
 114. *Chlorophyll ahz* (Chl *ahz*)  
 115. *Chlorophyll aiz* (Chl *aiz*)  
 116. *Chlorophyll ajz* (Chl *ajz*)  
 117. *Chlorophyll akz* (Chl *akz*)  
 118. *Chlorophyll alz* (Chl *alz*)  
 119. *Chlorophyll amz* (Chl *amz*)  
 120. *Chlorophyll anz* (Chl *anz*)  
 121. *Chlorophyll aoz* (Chl *aoz*)  
 122. *Chlorophyll apz* (Chl *apz*)  
 123. *Chlorophyll aqz* (Chl *aqz*)  
 124. *Chlorophyll arz* (Chl *arz*)  
 125. *Chlorophyll asz* (Chl *asz*)  
 126. *Chlorophyll atz* (Chl *atz*)  
 127. *Chlorophyll auz* (Chl *auz*)  
 128. *Chlorophyll avz* (Chl *avz*)  
 129. *Chlorophyll awz* (Chl *awz*)  
 130. *Chlorophyll axz* (Chl *axz*)  
 131. *Chlorophyll ayz* (Chl *ayz*)  
 132. *Chlorophyll ayz* (Chl *ayz*)  
 133.

**SECTION VI**  
**TENANT STOREFRONT IDENTIFICATION**

**ANS:** Storefront signs are categorized relative to the city's sign program for Major Tenants and Stop

LANDLORD TENANT - SUPER X-MART OF P.O. BOX 60-1473 ALBUQUERQUE

1. Tenant shall be allowed two (2) and two (2) square feet of sign structure. Maximum allowable be calculated by enclosing sign
2. Building signs shall be limited to projection of 2'4". Signs shall be placed on building per the approved K-Mart Building Elevations.
3. Maximum number of signs per elevation shall be limited to twelve (12). Of this limit, only the Super K-Mart Center identification sign shall be illuminated.
4. All accessory signs shall consist of non-illuminated individual letters.
5. The combined length of all signs per elevation shall not exceed 50% of combined building frontage and width.

1. A major tenant is defined as any tenant with lease frontage of at least 175 linear feet.
2. The maximum allowable letter height is not to exceed ten feet zero inches (10'0") with a maximum reduction of twenty four inches (24").

3. Major tenant may utilize their business logo identity graphics and colors upon approval by the landlord and the City of Carson.
4. The maximum allowable sign area is not to exceed two (2) square feet per linear foot of frontage for main entrance to a maximum of six hundred (600) square feet per elevation. Side elevations to be two (2) square feet per linear foot of frontage. The sign area will be calculated by creating a rectangle around the individual letters, then multiplying the length by the width.
5. The combined length of all signs per elevation shall not exceed fifty percent (50%) of the storefront width.
6. Maximum number of signs per elevation shall be limited to four (4) in which all signs shall be illuminated.

ALL OTHERS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**BOE-C6-0111846**



# TENANT STOREFRONT I.D. FABRICATION STANDARDS (Sign Type #7-9)

The following standards further specify the design and production requirements for tenant storefront signs. After reviewing the text, refer to the location plan for the corresponding sign type and locate the particular store to be signed. Then, as part of this sign program, refer to the design drawing which illustrates the storefront with the sign area indicated on the elevation with a dashed line. The dashed area indicates the maximum area which the tenant sign may be placed.

Along with the requirements of this section, the tenant must also comply with all the requirements outlined in Section IV "General Sign Criteria".

## GENERAL STANDARDS:

1. All tenant signs are to be illuminated signs which are connected to an assigned J-box provided by the landlord which must be controlled by a dedicated time clock, and have a disconnect means (switch) within visual proximity to the sign.
2. All signs and installation of signs must conform to the appropriate building and electrical codes. The tenant and the sign contractor will obtain any and all permits required.
3. In no case will there be any exposed electrical raceways, conduit, transformers, junction boxes, conductors, or crossovers. Exposed hardware will be finished in a manner consistent with City fabrication practices and the installation will be approved by the landlord.

CHANGES TO:

1/2" TO 3/4"

tenant storefront identification signs may be fabricated as individually mounted, internally illuminated closed pan or reverse pan (halo) channel letters. Signs shall be attached no more than 3/4" from building surface.

CHANGES TO:

OR

metal letter, and logo forms, are to be fabricated from minimum 24 gauge sheet metal or aluminum formed into a pan channel configuration with a five inch (5") return. Each letter shall have a .5" dia. step holes for drainage of water. The inside of the letter shall be painted white. Letter and logo faces are to be made of acrylic and be attached to the metal return with 3/4" x 1/2" to be 30 milli-amp neon tube lighting, manufactured with UL (Underwriters Laboratory) standards.

sign shall not, in course of sign installation or removal, be attached to or damage any part of the structure. Tenant will be held fully responsible for all damage to the structure of the landlord.

Colors are to be faded, waterlight, then painted to match.

COLORS: 1

MAJOR TEN.

1. Tenant Landlord and the City of Carson.

NOTE:

All criteria and specifications subject to change at sole discretion of owner.

Approved and signed  
CARSON CITY NV  
CITY OF CARSON

SIGNAGE SOLUTIONS

1336 Allice Street  
Antelope, CA 95605  
707/491-0259  
FAX 491-0439

7. Major tenant wall mounted secondary signage may be allowed on a case by case basis at the discretion of the landlord, and the City of Carson.

Refer to the section "TENANT STOREFRONT I.D. FABRICATION STANDARDS" for the production standards.

## PAD TENANT I.D. / SHOP TENANT I.D. (Sign Type #8 & #9)

1. Pad Tenant sign criteria shall be limited to buildings adjacent to the public streets located on out lot parcels.
2. Tenants shall be allowed two (2) square feet of building sign area for each linear foot of building frontage. All four sides of the building may have signs placed upon them. A free-standing Tenant identification monument sign may also augment the building signage. The signage of the building shall not be subtracted from the allowable area of the building sign.
3. Building sign height of 6' with a maximum projection of 12".
4. Maximum sign area shall be limited to two (2). All business identification signs may be placed on the building.
5. A shop tenant occupying less than 10,000 square feet of any tenant solely occupying a single freestanding building shall be limited to one (1) sign.
6. Pad and Shop Tenant I.D. and ITEM #9 "Shop Tenant I.D." shall be a minimum of twelve inches (12").
7. Letter height shall be a minimum of 12".
8. Pad and Shop tenants with recognized logo graphics may use their business identity graphics and colors upon review and approval by the landlord and the City of Carson.
9. The maximum length of pad and shop signs shall not exceed seventy five percent (75%) store frontage.

Tenants wishing to initiate logo graphics for their business, which are not concurrent with fabrication techniques stipulated within this sign program, must submit a professional design drawing for scale and in color of the proposed sign for review by the landlord. Upon the approval of the landlord (in writing), the tenant must submit the design to the City of Carson for approval, and permit.

Refer to the section "TENANT STOREFRONT I.D. FABRICATION STANDARDS" for the production standards.

NOTE:

All criteria and specifications subject to change at sole discretion of owner.



ITEM

SIGN TYPE

Sign  
Criteria

OPTION

STATUS

Concept Design

DATE

Δ 4.12.95

Δ

Δ

QUANTITY

SCALE

DESIGNER/ DRAFTER

BF

SALES

CD

JOB NO.

S-1600-1

PROJECT

Carson Town  
Center

SIGNAGE  
SOLUTIONS

1056 ALBION STREET  
ANHEIM, CA 92805  
714/591-0259  
FAX 491-0439

PAD TENANTS

1. Pad tenants with established logo graphics may utilize their custom colors upon approval by the landlord and the City of Carson.

SECTION VII

TENANT ENTRY I.D. (Sign Type #10)

1. Each tenant is allowed one (1) information sign at the entry to their store. The copy for this sign is limited to pertinent business information such as store hours, telephone numbers, emergency information or other business instruction.
2. This sign is to be white vinyl machine-cut copy in the project typestyle, applied to the store window adjacent to the entry door.
3. The maximum area allowed for this sign is 144 square inches and maximum letter height must not exceed two inches (2").
4. Refer to the design drawing contained within this sign program designated as ITEM #10, "Tenant Entry I.D."

SECTION VIII

DELIVERY I.D. (Sign Type #11)

1. Each tenant may place a sign at their delivery entry to identify their store number and business name in two inches (2") high block letters. Colors will be selected by owner and consistent throughout project.
2. Refer to the design drawing contained within this sign program designated as ITEM #11, "Delivery I.D."

Notes:

All criteria and specifications subject to change at sole discretion of owner.